# IN THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

KEVIN ROTKISKE,

Plaintiff,

VS.

PAUL KLEMM, ESQ.; NUDELMAN, KLEMM & GOLUB, P.C.; NUDELMAN, NUDELMAN & ZIERING, P.C.; and KLEMM & ASSOCIATES,

Defendants.

PHILADELPHIA DIVISION

**CIVIL ACTION** 

CASE #: 15-03638-GP

Hon. Gene E.K. Pratter, U.S.D.J.

# CERTIFICATION OF PAUL KLEMM, ESQ. IN SUPPORT OF MOTION TO DISMISS

- I, Paul Klemm, Esq., being of full age and duly sworn according to law, upon my oath, depose and certify as follows:
- 1. I am a duly licensed attorney at law who is admitted to practice in several jurisdictions, including the Commonwealth of Pennsylvania.
- 2. Until late 2008, I was the managing attorney of Klemm & Associates ("K&A"), a retail collection firm located in Hoboken, New Jersey.
- 3. Thereafter, I accepted a position as managing partner of Nudelman, Nudelman & Ziering, P.C. ("NNZ"), which was subsequently renamed Nudelman, Klemm & Golub, P.C. ("NKG").

- 4. As such, I am fully familiar with, and have personal knowledge of, the books and records of K&A, NNZ, and NKG. With specific regards to the matter at hand, I am fully familiar with, and have personal knowledge of, the Kevin Rotkiskie file, which was originally placed with K&A, and then transferred to NNZ-NKG.
- 5. Sometime in or around 2003, Plaintiff obtained a credit card from Capital One Bank (USA), N.A. (hereinafter "Capital One"). (See Plaintiff's First Amended Complaint at ¶ 6.)
- 6. Plaintiff ultimately breached his agreement with Capital One by failing to make the monthly minimum payments—a fact Plaintiff openly admits in the First Amended Complaint ("complaint"). (*Id.*)
- 7. As such, Capital One retained the law firm of K&A to collect the balance due on the defaulted account.
- 8. According to Capital One's records which were placed with K&A, Plaintiff had not made a payment since August 23, 2005, and the account was subsequently "charged-off" on April 13, 2006.
- 9. On March 14, 2008, K&A filed suit in the Philadelphia Municipal Court under docket number SC-08-03-14-5522 (the "first collection suit").
- 10. The municipal court's website reflects an affidavit of service stating that Plaintiff was personally served, but likewise contains a letter purportedly written by a third party stating that Plaintiff did not reside at the address where service was effectuated.
  - 11. On May 14, 2008, the first collection suit was withdrawn without prejudice.
- 12. Despite Plaintiff's claim that the lawsuit was withdrawn because Plaintiff could not be located, the K&A file does not state the reason why the suit was withdrawn—nor, for that matter,

does the court's website clarify whether it was withdrawn based on K&A's request, or whether it was withdrawn *sua sponte* by the court.

- 13. Shortly thereafter, as noted above, I accepted a position as managing partner of NNZ, which was subsequently renamed NKG.
- 14. Accordingly, all of the K&A files were moved to NNZ, and this is relevant to the matter at hand because some of the data was initially unable to be transferred, due to the fact that the two firms had different software programs.
- 15. Consequently, if an NNZ employee opened certain former K&A files, there might be limited information—or even no information—as to what happened to the file when it was with K&A.
- 16. In the matter at hand, after the transfer to NNZ, Plaintiff's file correctly noted that there was no judgment in place and that there was no lawsuit pending, but it did not—and still, to this day, does not—contain any information about the previously-withdrawn collection suit.
- 17. Had the file contained this information, NNZ still may have filed suit and requested service at the same address again, since the aforementioned third party letter is not definitive proof that Plaintiff was not properly served.
- 18. Ideally, though, NNZ would have preferred to investigate the matter further before filing a second lawsuit.
- 19. However, since the file did not contain any information about the first collection suit, on January 6, 2009, NNZ filed suit in the Philadelphia Municipal Court under docket number SC-09-01-06-3327 (the "second collection suit"). (*See* Exhibit A.)

- 20. Accordingly, the filing of the second collection suit, and requesting service at the same address was, at worst, a good faith mistake, and there was no ill intent and/or nefarious motives for doing so.
- 21. On or about January 21, 2009, NNZ had no reason to know it had made a potential mistake because the affidavit of service reflected that service had been properly effectuated. (*See* Exhibit B.)
- 22. In fact, NNZ-NKG had no reason to know it made a potential mistake at any point in time after January 21, 2009, because the file nowhere reflects that there was any issue and/or problem with service of process—and Defendants had no idea Plaintiff was making this claim until he filed the instant federal lawsuit.
- 23. In any event, since no notice of defense was filed, on March 5, 2009, the court in the second collection suit entered default judgment against Plaintiff in the amount of \$1,182.39. (See Exhibit C.)
- 24. This judgment remains open and outstanding, and the NNZ-NKG file shows that Plaintiff has failed to make a single payment since before the account was opened by K&A.
- 25. The post-judgment collection efforts attempted on this file were minimal: On or about May 24, 2010, NKG mailed a letter to Plaintiff notifying him of the judgment, and on February 23, 2012, NKG left a voicemail for Plaintiff.
- 26. No defendant has made a single collection effort on Plaintiff's file since the aforementioned voicemail message on February 23, 2012.
- 27. On or about June 29, 2015—over six years after the judgment was entered and over three years after the last collection effort took place—Plaintiff initiated the instant action against

## Case 2:15-cv-03638-GEKP Document 16-6 Filed 10/30/15 Page 5 of 61

Defendants, alleging that the default judgment obtained in the second collection suit violates the FDCPA. (See Plaintiff's Complaint; Plaintiff's First Amended Complaint.)

- 28. However, for the reasons set forth in the enclosed memorandum of law, it is Defendants' position that the complaint is without merit. As such, Defendants respectfully request that the Court grant the instant motion to dismiss.
- 29. I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are wilfully false, I am subject to punishment.

Dated:	, 2015	By:	
		(Signature)	
		(Printed Name)	

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Dated:	10/29	,2015
		_

By: (Signature)

EXHIBIT A



# PHILADELPHIA MUNICIPAL COURT FIRST JUDICIAL DISTRICT OF PENNSYLVANIA

34 South 11th Street, Philadelphia, PA. 19107

Louis J. Presenza, President Judge

Patricia R. McDermott, Deputy Court Administrator

#### STATEMENT OF CLAIM

Code: Consumer Purchase - (4)

# SC-09-01-06-3327

Capital One Bank, N.A. c/o Nudelman, Nudelman & Ziering, P.C. 425 Eagle Rock Avenue Roseland, NJ 07068

KEVIN C ROTKISKE 733 NORTH 17TH STREET APARTMENT 2N PHILADELPHIA, PA 19130

Plaintiff

Defendant(s)

Service Address (information) if other than above:

To the Defendant: Plaintiff is seeking a money judgment against the Defendant(s) based on the following claim:

At the special insistence and request of the Defendant, Defendant was issued a credit card by Plaintiff, account number 5178052442936445. The Defendant is responsible for an unpaid balance in the amount of \$867.75 and interest in the amount of \$250.14. A copy of the statement(s) is/are attached as Exhibit "A". The Defendant is liable to the Plaintiff, CAPITAL ONE BANK USA NA in the amount of \$1,117.89. Defendant is also liable to Plaintiff for collection costs and / or attorney fees. Plaintiff has made demand to Defendant for said balance due, but Defendant has willfully failed and/or refused to reimburse Plaintiff for the aforesaid sum due.

#### Summons to the Defendant

You are hereby ordered to appear at a hearing scheduled as follows:

### Citation al Demandado

Por la presenta, Usted esta dirljido a presentarse a la siguiente:

34 South 11th Street Philadelphia, PA 19107

Hearing Room: 4A

March 5th, 2009

01:00 PM

### **Amount Claimed**

Principal	\$ 867.75
Interest	\$ 250.14
Attorney Fees	\$ 0.00
Other Fees	\$ 0.00
Subtotal	\$ 1117.89
Service	\$ 27.00
State Fee	\$ 10.00
Automation Fee	\$ 5.50
Court Costs	\$ 22.00
TOTAL CLAIMED	\$ 1182.39

Date Filed: 01/06/2009

I, the undersigned, verify and depose that the facts set forth in this Complaint are true and correct and acknowledge that I am subject to the penalties of 18 P.S. 4904 relating to Unsworn Falsification Authorities.

Paul KLEMM

Address & Phone

425 Eagle Rock Avenue Roseland, NJ 07068 973-618-0000

Signature Plaintiff/Attorney Atty ID #: 092125\_\_\_\_\_

NOTICE TO THE DEFENDANT, YOU HAVE BEEN SUED IN COURT. PLEASE SEE ATTACHED NOTICES.

AVISO AL DEMANDADO LE HAN DEMANDADO EN CORTE. VEA POR FAVOR LOS AVISOS ASOCIADOS.

If you wish to resolve this matter without appearing in court, please contact the attorney shown above immediately.

# WHAT TO DO AFTER GETTING A MONEY JUDGMENT

You have been given judgment in the amount of \$ \_\_\_\_\_\_ plus costs. The other party has thirty (30) days to appeal from this judgment.

If there is no appeal, and if you have not received payment, you may then have the Sheriff execute on the judgment. To do so, go to the 5<sup>th</sup> Floor, 34 South 11<sup>th</sup> Street, Room 580, with your copy of the Statement of Claim. To execute means that you are asking the Sheriff to sell the property or personal goods of the defendant to satisfy your claim. The cost of execution is a minimum of \$84.00.

You must wait until after the thirty (30) day appeal has run before you can execute; i.e., the 31<sup>st</sup> day. If the 30<sup>th</sup> day falls on a Saturday, Sunday or holiday, you must wait an extra working day. (for example, if the 30<sup>th</sup> day falls on Sunday, you must wait until Tuesday).

If and when you receive payment of your claim from the defendant, you are required under penalty of law to sign and give to the defendant for filing with the Prothonotary the attached *Order to Satisfy*. The Judgments and Petitions Unit is located in Room 580, 34 South 11<sup>th</sup> Street, Philadelphia, PA 19107.

Remember, after the appeal period has expired you may institute execution proceedings to enforce payment of your judgment. However, you are cautioned that the Sheriff can only levy upon and sell property or personal goods owned by the defendant or defendants in PHILADELPHIA County. You should make every effort to determine what assets the defendant owns and the exact location of those assets before proceeding with the execution process.

If your judgment arises from a motor vehicle accident and you do not receive payment within 60 days, you may file this judgment with the *Bureau of Traffic Safety* in Harrisburg. To initiate this procedure you must go to Room 271 City Hall, where you will be assisted in this endeavor. The cost of this certification is \$27.00.

If your judgment is not forthcoming, please refer to the pamphlet Tips on How to Collect Your Money Judgment that you receive in Court. If necessary, you may contact the *Lawyer Referral & Information Service*, 11<sup>th</sup> Floor, 1101 Market Street, Philadelphia, PA 19107 (215-238-6333).

#### PLEASE BRING THIS FORM WITH YOU WITH YOUR COPY OF THE CLAIM.

RECIBIR SU CITA, SEGUN O QUE OCURRA PRIMERO.



THE MUNICIPAL COURT COMPLIES WITH THE AMERICANS WITH DISABILITIES ACT, WHICH REQUIRES THAT ALL COURT SERVICES AND FACILITIES BE ACCESSIBLE TO PERSONS WITH DISABILITIES ON AN EQUAL BASIS TO THOSE WITHOUT DISABILITIES. IF YOU HAVE A DISABILITY AND REQUIRE REASONABLE ACCOMMODATIONS TO FILE A CLAIM, PARTICIPATE IN MUNICIPAL COURT PROCEEDING, OR USE ANY SERVICE PROVIDED BY THE COURT, PLEASE CALL 215-686-7986. REQUESTS FOR REASONABLE ACCOMMODATIONS MUST BE MADE AT LEAST THREE BUSINESS DAYS BEFORE ANY HEARING, OR WITHIN THREE BUSINESS DAYS AFTER SERVICE (DELIVERY) OF THE NOTICE OF HEARING, WHICHEVER IS LATER. LA CORTE MUNICIPAL CUMPLE CON EL DECRETO DE AMERICANO INCAPACITADOS (AMERICAN WITH DISABILITIES ACT). ESTE DECRETO REQUIERE QUE TODOS LOS SERVICIOS Y FACILIDADES DE CORTE SEAN ACCESSIBLE A PERSONAS INCAPACITADAS, AL IGUAL QUE PERSONAS NO INCAPACITADAS. SE USTED ESTE INCAPACITADO Y NECIESITA ACOMODACIONES RAZONABLES, PARA PODER RADICAR UNA DEMANDA. PARTICIPAR EN ALGUN PROCEDIMIENTO O UTILIZAR SERVICIOS EN LA CORTE MUNICIPAL POR FAVOR LLAME AL TELEFONO 215-686-7986. PARA SOLICITAR ACOMODACIONES RAZONABLES, DEBE LAMAR POR LOS MENOS TRES DIAS DE TRABAJO ANTES DE SU AUDIENCIA O DENTRO DE TRES DIAS DESPUES DE





# PHILADELPHIA MUNICIPAL COURT FIRST JUDICIAL DISTRICT OF PENNSYLVANIA

34 South 11th Street, Philadelphia, PA. 19107
Louis J. Presenza, President Judge Patricia R. McDermott, Deputy Court Administrator

# SC-09-01-06-3327

Capital One Bank, N.A. c/o Nudelman, Nudelman & Ziering, P.C. 425 Eagle Rock Avenue Roseland, NJ 07068 KEVIN C ROTKISKE 733 NORTH 17TH STREET APARTMENT 2N PHILADELPHIA, PA 19130

Plaintiff

Defendant(s)

## IMPORTANT NOTICE TO ALL PARTIES



THE MUNICIPAL COURT COMPLIES WITH THE AMERICANS WITH DISABILITIES ACT WHICH REQUIRES THAT ALL COURT SERVICES AND FACILITIES BE ACCESSIBLE TO PERSONS WITH DISABILITIES ON AN EQUAL BASIS TO THOSE WITHOUT

DISABILITIES. IF YOU HAVE A DISABILITY, AND REQUIRE REASONABLE ACCOMMODATIONS TO FILE A CLAIM, PARTICIPATE IN A MUNICIPAL COURT PROCEEDING, OR USE ANY SERVICE PROVIDED BY THE COURT, PLEASE CALL 215-686-7986. REQUESTS FOR REASONABLE ACCOMMODATIONS MUST BE MADE AT LEAST (3) THREE BUSINESS DAYS BEFORE ANY HEARING, OR WITHIN (3) THREE BUSINESS DAYS AFTER SERVICE (DELIVERY) OF THE NOTICE OF THE HEARING, WHICHEVER IS LATER.

# NOTA IMPORTANTE PARA TODO PERSONAS

5

LA CORTE MUNICIPAL CUMPLE CON EL DECRETO DE AMERICANO INCAPACITADOS (AMERICANS WITH DISABILITIES ACT). ESTE DECRETO REQUIRE QUE TODOS LOS SERVICIOS Y FACILIDADES DE CORTE SEAN ACCESIBLE. A PERSONAS

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300-12/10/02

# Case 2:15-cv-03638-GEKP Document 16-6 Filed 10/30/15 Page 11 of 61 PHILADELPHIA MUNICIPAL COURT FIRST JUDICIAL DISTRICT OF PENNSYLVANIA

# WHAT TO DO IF YOU RECEIVE A NOTICE (STATEMENT OF CLAIM) THAT YOU ARE BEING SUED IN SMALL CLAIMS COURT

- 1. Read and understand the Statement of Claim. You are the Defendant; the person, group or corporation suing you is the Plaintiff. If after reading the Statement of Claim you feel you are in the right, then:
- Gather all pertinent documents to present your defense; that is, letters, cancelled checks, bills of sale, letters of notification, account books, and paid bill receipts.
   Also notify any witnesses you want to speak on your behalf at the hearing.
- 3. You as an individual are not required to have an attorney represent you. Only corporations and unincorporated associations in cases in excess of \$2,500.00 must be represented by an attorney. In cases of \$2,500.00 or less, a corporation or unincorporated association may be represented by an officer who has documentation of such status.
- 4. PLAN TO ATTEND THE HEARING to present your defense and any counterclaims (that is, your claim against the plaintiff to offset his/her claim against you). If you have a counterclaim, call 215-686-7987 for further information. In most cases, if the defendant does not appear, the judge will decide in favor of the person who is suing. That is called a Default Judgment. (Check the Statement of Claim for location, date, and time for the hearing).
- 5. **Notice to Defend** If your copy of the complaint has a Notice to Defend form attached to it, and you plan to attend the hearing and present your defense, you should do the following: (1) fill out both copies of the form and put one in the attached self-addressed and stamped envelope and mail it; and (2) bring the other copy with you when you attend the hearing. If you fail to do the above and attend your hearing, your case may be continued. If you comply with the above and the plaintiff fails to appear at the hearing, a judgment shall be entered in your favor.
- 6. If you admit the claim and want to settle as soon as possible, notify the plaintiff immediately. If you admit the claim but need time to pay the money owed, you must appear in person on the day set for the hearing, state to the Court that you need time to pay, and your reasons.

IF THERE IS ANYTHING ON THE STATEMENT OF CLAIM THAT YOU DO NOT UNDERSTAND, FEEL FREE TO NOTIFY THE SMALL CLAIMS COURT OFFICE, ROOM 500, 34 SOUTH 11<sup>TH</sup> STREET, PHILADELPHIA, PA 19107, 9:00 A.M. TO 5:00 P.M., MONDAY THROUGH FRIDAY. If you have a disability and require assistance in order to participate in a Municipal Court proceeding, please contact us at 215-686-7986.

#### AT THE HEARING

The courtroom procedure is simple and informal. You should appear in Court in the designated room on the time and date specified. Bring the copy of the complaint with you plus all documents for your defense. Be certain to check carefully the courtroom to which your case is assigned and go to the proper room. The proceedings begin with a roll call of cases to be heard during that session.

As each case is called, the parties involved step forward and are sworn in. At this point, plaintiff and defendant merely tell their stories in plain language to the Judge. After hearing both sides, the Judge will make a decision.

When you state your case:

Give the facts clearly. Present pertinent documents and witnesses. Stay calm, do not get excited.

IF YOU WIN (the judgment or final order is in your favor), the plaintiff has 30 days to appeal.

#### IF YOU LOSE

1. You can appeal within 30 days by filing a Notice of Appeal in Room 280 City Hall, a copy of which must be filed **immediately** in Room 540, 34 S. 11<sup>th</sup> Street, Philadelphia, PA 19107. Be prepared to get a lawyer at this point, however, because the case will go to the Court of Common Pleas with more stringent rules to be followed. **OR** 2. You must satisfy the judgment, that is, do as the judge ordered within 30 days.

#### AFTER THE HEARING

#### TO SATISFY THE JUDGMENT

The Plaintiff must sign and give you an ORDER TO SATISFY, which you must file with the Prothonotary within thirty days after the payment. This ORDER is a
document to prove that he/she has been paid and it is necessary to remove the judgment from the record. You should retain a copy for your records.

#### IF YOU DO NOT APPEAL AND REFUSE TO PAY THE JUDGMENT WITIN 30 DAYS

- 1. The plaintiff may execute on the judgment. This means that the plaintiff takes action through the Sheriff's Office. The Sheriff may put a levy on your property, which means he can list your personal belongings to be sold at auction at a Sheriff's Sale in order to pay off the judgment. If the plaintiff resorts to this, you will have to pay the Sheriff's costs along with the other monies owed. You will be advised that your goods may be sold if you do not satisfy plaintiff within 15 days.
- 2. The plaintiff can also try to collect from your bank account.

# \* \* \* \* \* \* \* \* \* \* \* REMEMBER

- Read and understand the STATEMENT OF CLAIM.
- You do not need a lawyer in Municipal Court unless you are a Corporation or Unincorporated Association, and your case is for more than \$2,500.00. ATTEND THE HEARING to avoid a default judgment and to tell your side of the story.
- If you lose, you can appeal to the Court of Common Pleas within 30 days.
- Small Claims Court begins promptly at the time specified on the front of this complaint. Be certain to allow yourself sufficient time to arrive at Court on time.
- If you have any questions, call or visit the Small Claims Court Office.

Small Claims Court
A Division of Municipal Court
Room 500, 34 South 11<sup>th</sup> Street
Philadelphia, PA 19107
Monday through Friday
(215)686-7987 (215)686-7988



# Capital One

PLATINUM MASTERCARD ACCOUNT 5178-0524-4293-6445

Payments, Credits and Adjustments

MAY 12 - JUN 11, 2004 Page 1 of 1

Account Summary	
Previous Balance	\$.00
Payments, Credits and Adjustments	\$.00
Transactions	\$300.02
Finance Charges	\$.00
New Balance	\$300.02
Minimum Amount Due	\$15.00
Payment Due Date	July 10, 2004
Total Credit Line	\$500

At your service

Total Available Credit

Available Credit for Cash

Credit Line for Cash

To call Customer Relations or to report a lost or stolen card: 1-800-903-3637

Send payments to: Attn: Remittance Processing Capital One Services P.O. Box 85147 Richmond, VA 21276

Send inquiries to:

Capital One Services P.O. Box 85015 Richmond, VA 23285-5015

\$199.98

\$199.98

\$500

Tra	unsactions		
1	09 JUN	ACME MARKETS 7710 S1T AMBLER PA	\$32.02
2	09 JUN	AMTRAK RSCC WASHINGTON DC	229.00
		TICKET#:1611346120606 DEPARTING:06-09-2004	
3	11 JUN	CAPITAL ONE MEMBER FEE	39.00

Finance Charges Please see reverse side for important information FINANCE CHARGE Balance rate applied to PURCHASES CASH .00000% .05452% P \$.00 \$.00

ANNUAL PERCENTAGE RATE applied this period

0.00%

# Capital One

#### 0000000 0 5178052442936445 11 0300020000000015008

Account Number:	5178-0524-4293-6445
Total enclosed \$	
Payment Due Date	July 10, 2004
Minimum Amount Due	\$15.00
New Balance	\$300.02

Please print mailing address and/or e mail changes below using blue or black ink. City ZIF Home Phone Alternate Phone Email Address





▼ PLEASE RETURN PORTION BELOW WITH PAYMENT

#9016499534799512# MAIL ID NUMBER KEVIN C ROTKISKE 132 N MAIN ST AMBLER PA 19002-5712 To Michalla di socialidada de de di di della della

132 N MAIN ST A better way to Internet. AMBLER PA 19002-5712

# UNEMITED INTERNET ACCESS



SIGN UP TODAY! 1-877-778-1207

Mention Offer Code: OPAL Or visit www.peoplepc.com/go/opal guarantee, and is not affiliated with, any product or service shown here. Any trademarks mentioned herein are solely owned by the respective entity. All rights reserved. By responding to this offer, you may be communicating information about yourself to the company that provides this product - for example, that you are a Capital One customer.

"PeoplePC Accelerated: First 3 months of service are billed at \$4.97 a month; \$9.95 a month thereafter, 12-month commitment required for PeoplePC Accelerated, Month-to-Month pricing with no term commitment is \$14.95 for PeoplePC Accelerated; \$9.95 for PeoplePC Online without accelerator technology, Offer available to new dial-up subscribers at least 18 years of age and may not be redeemed with any other offer. Offer subject to change at any time. Phone technical support

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C604

How To Avoid A Finance Charge.
 To Grace Period. You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your fotal "New Belance", in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New balance."

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periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment and subtract any payments or credits. (If the code N appears on the front of this statement next to 'Balance Rote Applied To,' we also subtract any payments or credits. (If the code N appears on the front of this statement next to 'Balance Rote Applied To,' we also subtract any unpold finance charge included in the balance of each segment. There was add up all the daily balances for each segment. They was add up all the daily balances for each segment. They was add up all the daily balances for each segment. They was add up all the daily balances for each segment. The company of the comp

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reoperable for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent pennitred by law, until the account beliance has been paid in full as defined above, used in connection with any internet gambling the second beliance has been paid in full as defined been used in connection with any internet gambling transactions.

Motice About Electronic Check Cornwersion. When you provide a check as payment, you authorize us either to use information from you check to make a one time electronic fund transfer from your bank account or to proceas the payment as a check transaction. When we use information from your check to make an electronic fund transfer from your bank account or to proceas the payment, and be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

your financial institution.

BILLIMS RIGHTS SUMMARY
IIIn Case Of Errors Or Questions About Your Bill)
If you think your bill is wrong, or if you need more
information on a transaction or bill, write to us on a
separate sheat as soon as possible at the additions of the control of the statement. We must
including shown on the front of this statement. We must
be the control of the statement of the control of th

‡. † Special Rule For Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card and you have been the control of the property of the problem of the purchase of the property of the property of the property of services. You have this protection only when the purchase price was more than \$60.00 and the purchase was made in your home state or within 100 miles of your meilling address. If two own or operate the merchant, or if we mailed you the advertisement for the property of services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

‡ Does not apply to business non credit card accounts

Capital One supports information privacy protection: see our website at www.capitatione.com.

Capital One is a federally registered service mark of Capital One Financial Corporation. All sights reserved. 

2003

OlloBAK

26980M



PeoplePC Online offers the features you would expect from higher-priced Internet Service Providers at half price for the first 3 months!

À better way to Internet.

- Email Virus Protection
- Pop-Up Blocker™
- Spam Controls
- Smart Dialer
- Phisher Security
- Internet Call Waiting

### CCESS

# Capital One

PLATINUM MASTERCARD ACCOUNT 5178-0524-4293-6445

JUN 12 - JUL 11, 2004

Page 1 of 1

Account Summary

Previous Balance	\$300.02
Payments, Credits and Adjustments	\$.00
Transactions	\$225.49
Finance Charges	\$.00
New Balance	\$525.51
Mr. t. In	***

Minimum Amount Due August 11, 2004 Payment Due Date Total Credit Line \$500 Total Available Credit \$.00 Credit Line for Cash \$500 Available Credit for Cash \$ 00

At your service

To call Customer Relations or to report a lost or stolen card: 1-800-903-3637

Send payments to: Attn: Remittance Processing Capital One Services P.O. Box 85147 Richmond, VA 23276

Send inquiries to:

Capital One Services P.O. Box 85015 Richmond, VA 23285-5015 Payments, Credits and Adjustments

Your scheduled payment has not been received. Please remit the amount due appearing on this statement. If you have already made your payment, please accept our thanks.

#### Transactions

1	10 JUN	TEXACO INC 91002586080 HATFIELD PA	\$26.59
2	11 JUN	WAL MART HATFIELD PA	45.22
3	15 JUN	HMS HOST-ORD AIRPT #83 CHICAGO IL	12.70
4	15 JUN	EXXONMOBIL59 01241355 DES PLAI IL	18.74
5	16 JUN	TEXACO INC 91002586080 HATFIELD PA	6.85
6	17 JUN	TEXACO INC 91002586080 HATFIELD PA	21.54
7	17 JUN	WAWA, INC. #043 AMBLER PA	40.42
8	20 JUN	COSI #20 Q9 PHILADELPHIA PA	10.75
9	20 JUN	SUNOCO PHILADELPHIA PA	7.64
10	26 JUN	MALS AMERICAN DINER SKIPPACK PA	6.04
11	11 JUL	PAST DUE FEE	29.00

You were assessed a past due fee of \$29.00 on 07/11/2004 because your minimum payment was not received by the due date of 07/10/2004. To avoid this fee in the future, we recommend that you allow at least 7 business days for your payment to reach Capital One.

Finance Charges

Please see reverse side for important information

	Balance rate	Periodic	Corresponding	FINANCE
	applied to	rate	APR	CHARGE
PURCHASES	\$474.40	.00000%	.00%	\$.00
CASH	\$.00	.05452% P	19.90%	\$.00

ANNUAL PERCENTAGE RATE applied this period

Email Address

0.00%

# Capital One

28111M

#### 0000000 0 5178052442936445 11 0525510000000030008

New Balance	\$525.51
Minimum Amount Due	\$30.00
Payment Due Date	August 11, 2004
Total enclosed \$	
Account Number:	5178-0524-4293-6445

Please print mailing address and/or e-mail changes below using blue or black ink.				
Street		Apt.#		
City	State	ZIF		
Home Phone	Alternate Phone			
	a a			

Capital One Bank P.O. Box 85147 hlabdaldddd Richmond, VA 23276 Inhinkahilahilathalladiaadidahiladidi



▼ PLEASE RETURN PORTION BELOW WITH PAYMENT

#9019399534799511# MAIL ID NUMBER KEVIN C ROTKISKE 132 N MAIN ST AMBLER PA 19002-5712

Indlidation for all debias built distributed

# UNLIMITED INTERNET ACCESS

SIGN UP TODAY! 1-877-778-1207

Mention Offer Code: CORAL

Or visit www.peoplepc.com/go/coral

Case 2:15-cv-03638-GEKP Document 16-6 Filed 10/30/15 Page 15 of 61 responsible for this offer, and is not affiliated with capital one. Capital one cost not provide, endorse or guarantee, and is not affiliated with, any product or service shown here. Any trademarks mentioned herein are solely owned by the respective entity. All rights reserved. By responding to this offer, you may be communicating information about yourself to the company that provides this product - for example, that you are a Capital One customer.

> \*PeoplePC Online: First 3 months of service are billed at \$4.97 a month; \$9.95 a month thereafter. Offer available to new dial-up subscribers at least 18 years of age and may not be redeemed with any other offer. Offer subject to change at any time. Phone technical support available for \$1.95 per minute.

For questions, call toll-free at 1-888-5TRYNOW.

Service not available in all areas. Access fees, taxes, and other fees and restrictions may apply. Telephone toll charges may apply, even during trial periods. You are responsible for determining whether a call to one of our access numbers will result in telephone toil charges. Access may be limited, especially during times of peak usage. Dial-up numbers may be changed at PeoplePC's discretion. Continuous use subject to timeout procedures. All use is subject to PeoplePC Online's Services Agreement and Acceptable Use Policy. 56K is the maximum speed of service; actual speed may vary.

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- 1. How To Avoid A Finance Charge.
  7 a. Grace Period. You will have a minimum grace period of 2 days without instruct charge on new purchases, new charges if you pay your total. New Balance. In accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any tomacordination of my tomacordinate on any tomacordination.

  1. According Finance Therene.

- and in time for it to be creatized by your next statement closing date. There is no grace period on cash advances and special transitions. In addition, there is no grace period shall be a subject to a grace period on the provided of the substance.

  According Finance Change. Transactions which are not subject to a grace profit of the transaction or 2) from the date the transaction is processed to the special or 2) from the date the transaction is processed to your Account or 3) from the first calcradar day of the current billing period. Additionally, the date of the date of the transaction of the transaction of the transaction of the date of the date

- periodic rate. To obtain the average daily belance for the billing period covered by this statement, we take the beginning belance of each segment each day, add any new trainsactions to each segment, and subtract any payments or credits. If the code is appears on the front of this subtract any unpsid finance charge included in the belance of each segment. Then, we add up all the daily belances of each segment. Then, we add up all the daily belances of each segment in the billing period and divide by the total number of days in the billing period. This gives us the average daily belance of each segment.

  Annual Parowntage Rates (APR).

  a. "APR" on the front of this enterment.

  b. If the code P (Prime), L (3 mo. LIBOR), C (Certificate of Deposit), or S (Benkcard Prime) appears on the front of this estatement.

  b. If the code P (Prime), L (3 mo. LIBOR), C (Certificate of the statement not to the pariodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quantedly and may increase or decrease based on the stated indices, as found in The Well Street of the statement not to the pariodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quantedly and may increase or decrease based on the stated indices, as found in The Well Street of the state of
- your account if it has already been closed. For example, if you subharized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be responsible from the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership lee for your account, the few will continue and the continue of the
- used in connection with any internet gembling transactions. Notice About Electronic Cheek Cornversion. When you provide a check as payment, you authorize us either to use information from your check to make a one time electronic faunt transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank land transfer, funds may be withdrawn from your bank payment, and you will not receive your check back from your financial institution.

your finencial institution.

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(In Case Of Errors Or Questions About Your Bill)
If you think your bill is wrong, or if you need more
information on a transaction or bill, write to us on a
separate sheet as soon as possible at the address for
inquiries shown on the front of this statement. We must
hear from you no later than 60 days after we sent you the
fast bill on which the error or problem appeared. You can
greenev your rights, In your letter, give us the following
information: your name and account number, the deliler
amount of the suspected error, a description of the error
and on explanation, if possible, of why you believe there is
an error; or if you need more Information, a description of
the item you are unsure about. You do not have to pay any
amount in question while we are investigating it, but you
set still obligated to pay the parts of your bill that are not
in question. While we investigate your question, we cannot
report you as delinquert or take any action to collect the
amount you question.

1, + Special Rule For Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the proporty or services. You have this protection only when the purchase price was more than \$60,00 and the purchase was mode in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

- † Does not apply to consumer non-credit card accounts
- ‡ Does not apply to business non credit cord accounts

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Page 16 of 61<sup>co</sup>

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# Capital One

PLATINUM MASTERCARD ACCOUNT 5178-0524-4293-6445

JUL 12 - AUG 11, 2004

Page 1 of 1

Account Summare

Account Summary	
Previous Balance	\$525.51
Payments, Credits and Adjustments	\$30.00
Transactions	\$4.76
Finance Charges	\$.00
New Balance	\$500,27
Minimum Amount Due	\$15.00
Payment Due Date	September 11, 2004
Total Condit Line	<b>e</b> 500

Total Available Credit \$.00 \$500 \$.00 Credit Line for Cash Available Credit for Cash

At your service

To call Customer Relations or to report a lost or stolen card: 1-800-903-3637

Send payments to: Attn: Remittance Processing Capital One Services P.O. Box 85147 Richmond, VA 23276

Send inquiries to:

Capital One Services P.O. Box 85015 Richmond, VA 23285-5015

Payments, Credits and Adjustments					
1	16 JUL	ELECTRONIC PAYMENT	\$30.00-		
Тп	msactions				
2	25 JUL	EXXONMOBIL26 09675Q19 PLYMOUTH PA	\$4.76		

r mance Charges	Please see reverse side for important information			
	Balance rate	Periodic	Corresponding	FINANCE
	applied to	rate	APR	CHARGE
PURCHASES	\$502.14	.00000%	.00%	\$.00
CASH	\$.00	.05452% P	19.90%	\$.00

ANNUAL PERCENTAGE RATE applied this period

0.00%

# Capital One

#### 0000000 0 5178052442936445 11 0500270030000015001

New Balance	\$500.27
Minimum Amount Due	\$15.00
Payment Due Date	September 11, 2004
Total enclosed	\$
Account Number:	5178-0524-4293-6445

Street		Apt #	
City	State	ZIF	
Horac Phone	Alternate Phone		
	@		

Capital One Bank Illiandalalalalal P.O. Box 85147 Richmond, VA 23276 Tabladkahlladdadhadhadkaadhladdadhadd



▼ PLEASE RETURN PORTION BELOW WITH PAYMENT

#9022599534799511# MAIL ID NUMBER KEVIN C ROTKISKE 132 N MAIN ST AMBLER PA 19002-5712

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Case 2:15-cv-03638-GEKP

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KEVIN C ROTKISKE

# UML25PMITED INTERNET ACCESS

SIGN UP TODAY! 1-877-778-1207 Mention Offer Code: JADE

Or visit www.peoplepc.com/go/jade

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For questions, call toll-free at 1-877-778-1207.

Service not available in all areas. Access fees, taxes, and other fees and restrictions may apply. Telephone toll charges may apply, even during trial periods. You are responsible for determining whether a call to one of our access numbers will result in telephone toil charges. Access may be limited, especially during times of peak usage. Dial-up numbers may be changed at PeoplePC's discretion. Continuous use subject to timeout procedures. All use is subject to PeoplePC Online's Services Agreement and Acceptable Use Policy. 56K is the maximum speed of service; actual speed may vary.

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1. How To Avoid A Finance Charge.

2. Grace Period. You will have a minimum giace period of 25 days without finance charge on new purchases, new beliance transfers, new special purchases and new other charges if you pay your total. New Beliance\*, in secordance with the limporant Ninice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers, in addition, there is no grace period on any transaction if you do not pay the total. New below the property of the control of the property of the control of the control of the property of the control of the

periodic tate. To obtain the average daily balance for the billing period covered by this statement, we rake the beginning balance of each seatement, we rake the beginning balance of each seatement, and with the periodic periodi

will be effective on the tirst lary or your many the post morn of Lets, Overlimit and Richarded Payment Feas.

Assessment of Lets, Overlimit and Richarded Payment Feas.
Your account will be assessed no more than two of the foce listed here that occur during any billing period. Under the terms of your customer agroament, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

Interest here were training any billing ported. Under the terms of you're customer agreement, we reserve the right to waive or not to assess any fees without palor portification you without waiving our fight to assess the same or similar fees at a lotter time.

S. Renewing Year Account. If a membership fee appears on the front of this statement, you have 30 days from the date this esterment you have 30 days from the date this esterment, you have 30 continue to the social paying the coccur. During this period, you may continue to use your account, buting this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Batence" in hall (excluding the membership hee) pint of the end of the thirty-day period.

B. You Claims Year Account. If you can request to close the control of the state of the stat

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the lev will continue an example of the payment of the charge of the continue account before the been paid in kill as defined above. 7. Using Year Ascount Vaur cand or account cannot be used in connection with any linternet gambling transactions.

used in connection with any internet gembling transactions. Notice About Electronic Check Conversion. When you provide a check as payment, you authorize us arither to use information from your check to make a one time electronic fund transfer from you bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, kinds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

your financial Institution.

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(In Case Of Errors Or Questions About Your Bill)
If you think your bill is wrong, or if you need more
information on a stransaction or bill, write to us on a
separate sheet as soon as possible at the address for
ingulities shown on the front of this statement. We must
heat from you no later than 60 days after we sent you the
neal our Questions reamber, but doing so will not
presenve your rights. In your latter, give us the following
information: your name and account rumbor, the doiler
amount of the suspected error, a description of the error
and an explanation, if possible, of why you believe there is
an error; or if you need more information, you believe there is
an error; or if you need more information, no doscription of
the item you are unsure about. You do not have to pay any
amount in question while we are investigating if, but you
are still obligated to pay the parts of your bill that are not
in question. While we investigate your question, we cannot
report you as delinquent or take any action to collect the
amount you question.

1,† Special Rule For Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card and you have the flip good foith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50,00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or II we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

1 Does not apply to business non credit card accounts

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40 Ingredients for your health and wellness. Women's Multi-Plus is formulated with:

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- Thiamin
- Riboflavin
- Vitamins B-6, B-12
- Folate
- Biotin
- Selenium
- Lutein

(Ask about Men's Multi-Plus)

• Chromlum

 Chasteberry Black Cohosh

 Ostivone<sup>4</sup> Novasov

# Capital()ne

A	Summars

Previous Balance	\$500.27
Payments, Credits and Adjustments	\$100.00
Transactions	\$140.35
Finance Charges	\$5.48
New Balance	\$546.10
Minimum Amount Due	\$46.10
Payment Due Date	October 11, 2004
Total Credit Line	\$500
Total Available Credit	\$.00
Credit Line for Cash	\$500

#### At your service

To call Customer Relations or to report a lost or stolen card:

1-800-903-3637

Available Credit for Cash

Send payments to: Attn: Remittance Processing Capital One Services P.O. Box 85147 Richmond, VA 23276

Send inquiries to:

Capital One Services P.O. Box 85015 Richmond, VA 23285-5015

\$.00

#### Important Account Information

Are you registered to vote in this year's general election? It's not too late! There's still time to register, so go for it. Your vote can make a difference this November. Call or visit your local voters' registration office or go to

www.everyvotecounts2004.com to make sure your voice is heard. Every vote counts!

PLATINUM MASTERCARD ACCOUNT 5178-0524-4293-6445

Dietary Supplement

AUG 12 - SEP 11, 2004 Page 1 of 2

#### Payments, Credits and Adjustments

1	16 AUG	ELECTRONIC PAYMENT	\$100.00-
Tra	neactions		
2	21 AUG	APPLEBEE'S MON30434146 NORTH WALES PA	\$38.34
3	22 AUG	CASH ADV. TION/161-163 PHILADELPHIA PA	41.50
4	22 AUG	KINKO'S #1217 PHILADELPHIA PA	.29
5	22 AUG	BRIDGET FOY'S PHILADELPHIA PA	31.22
б	24 AUG	OVERLIMIT FEE	29,00
7	11 SEP	CASH ADVANCE FEE FINANCE CHARGE	5.00

As a valued Capital One customer, you are eligible to receive a free Year-End Summary that recaps your 2004 charges. Please call 1-877-794-4487 before December 12, 2004, to reserve your copy. All orders will be processed between January 15 and February 28, 2005.

Finance Charges

Please see reverse side for important information

Balance rate applied to Corresponding APR FINANCE CHARGE PURCHASES CASH \$479.50 \$28.26 .00000% .05452% P .00% 19.90% \$.00 \$.48

ANNUAL PERCENTAGE RATE applied this period

Email Address

12.62%

# Capital One

Capital One Bank

P.O. Box 85147 Richmond, VA 23276

26.764M

#### 0000000 0 5178052442936445 11 0546100100000046102

New Balance	\$546.10
Minimum Amount Due	\$46.10
Payment Due Date	October 11, 2004
Total enclosed	\$
Account Number:	5178-0524-4293-6445

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Please print mailing address und/or e-mail changes below using blue or black ink. Street City ZIF Home Phone Alternate Phone

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#9025699534799516# MAIL ID NUMBER KEVIN C ROTKISKE 132 N MAIN ST AMBLER PA 19002-5712

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### Case 2:15-cv-03638 CENTIFIC DOTE UNITED TO THE 10/30/15 Page 19 of 6 Lives A FREE 30-DAY SUPPLY of WOMEN'S MULTI (a \$16.33 value)

AND A BONUS BOTTLE OF VITAMIN E WITH EVERY SHIPMENT

Yes, please enroll me as a 30-day trial member in General Vitamin's Vitamin Program and send me at no charge or obligation, my free 30day supply of Women's Multi-Plus. I understand that unless I cancel during the trial period, I will receive a 90-day supply of the same product every three months for \$49 plus \$4.95 shipping and handling. This amount will be billed to the purchase segment of my Capital One\* credit card account. I understand that accepting my gift does not obligate me to continue and I may cancel my membership at any time by calling General Vitamin at 1-800-323-8482. In any case, I may keep the 30-day supply as a gift.

Redeemable exclusively by: KEVIN C ROTKISKE 132 N MAIN ST AMBLER PA 19002-5712

Account No.5178052442936445

Expires /

Cardholder Signature X

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1. How To Avoid A Finance Charge.

1. Grace Period. You will have an infimum grace period of 2 crace Period. You will have an in my purchases, new balance transfers, new special purchases and seve other charges if you pay your total "New Belance", in accordance with the important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not ny the total "New Belance" in a grace period on any transaction if you do not ny the total "New Belance" in a grace period on any transaction if you do not ny the total "New Belance" in a grace period on the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your upaid belance until the unpaid belance to paid in full you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous morth. Unpaid finance charges are added to the applicable segment of your Account.

1. Mismitum Finance Charge. For each billing period that your account is subject to a finance charge, and influence charges are added to the applicable segment of your Account.

2. Mismitum Finance Charge. For each billing period that your account is subject to a finance charge in minum total FINANCE CHARGE of 80.50 will be timposed. If the periodic ratele is less than 9.50.0, we will subtract that mount from the \$0.50 minmum and the difference will be billed to the purchase segment of your account to the distremence will be billed to the purchase segment of your account of the purchase periodic ratele is the count of the provious distrement of your account to the distremence will be provious distrement of your account to the distrement of y

periodic rate. To obtain the average dally balance for the billing period covered by this statement, we take the beginning balance of each segment acch day, add any new transactions to each segment, and subtract any peyments or credits. If the code N appears on the form of this statement next to "Balance Rate Applied To," we also consider the property of the statement next to "Balance Rate Applied To," we also consider the property of the statement next to "Balance Rate Applied To," we also segment and the statement of the balance of the statement of the balance of the statement of the balance statement of the balance statement of the balance statement of the balance statement.

Annual Percentage Rates (APRI).

The tom "Annual Percentage Rate" may appear as "APR" on the front of this statement.

If the code P (Primo), I G amo. LIBOR), C (Cantificate of Deposit), or \$ (Bankcard Primo) appears on the front of this statement mext to the periodic instead, the periodic on the stated indices, as found in The Wall Street Journal, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months January, April, July and October.

If the code D (Primo), F (1-mo. LIBOR) or G (3-mo. LIBOR Represed Manny), appears on the front of your statement rext to the periodic rates), the periodic rates and conversion of a periodic rates), the periodic rates and conversion of a periodic rates).

stated Indices, as found in The Well Street Journal, plus the margin proviously disclosed to you. These changes will be effective on the first day of your bliffing period cases and the state of the st

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will comtinue to be clarged, to the settin permitted by law, until the account belance has been paid in full as defined above. Justify four account common be closed for account of the common termination of the common terminations. Indicate the continue to the clarged for the common terminations. Indicate the common terminations are considered to the common termination of the common termination from your check to make a one time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your flancid institution.

your financial institution.

BILLING RIGHTS SUMMARY
(In Case Of Erora Or Questions About Your Bill)
If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front or this statement. We must inquiries shown on the front or this statement. We must shall no which the error or predeen appeared. You can all our Qustomer Relations number, but doing so will not preserve your rights. In your letter, give us the following information; your name and account number, the doilar amount of the suspected error, a description of the cror and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

1, + Special Rule For Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to conrect the problem with the merchent, you may have the right not to pay the remaining amount due on the property or services. You have this protoction only when the purchase price was more than \$50,00 and the purchase was made in your home state or within 100 miles of your meiling address. (If we own or operate the merchant, or if we mailed you the adventisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

1 Does not apply to business non-credit cord accounts

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# Good credit is priceless.

Payment Protection from Capital One® makes protecting it affordable!

Call toll free 1-888-527-3014 to enroll now or mail the attached Enrollment Form with your Capital One® credit card payment.

When you call, please mention Key Code 73Y-13

#### Dear KEVIN C ROTKISKE,

Page 2 of 2

#### Affordable credit protection designed with you in mind

Your minimum monthly payment will be paid-including the monthly charge for Payment Protection

> Late and overlimit fees may be waived

You can use your Capital One card even while benefit payments are being made!

And now we're giving you the opportunity to make yet another smart move: Safeguarding your credit is affordable with Payment Protection.

You made a smart move when you signed up for your Capital One® credit card.

Protecting your credit rating has never been more affordable. Capital One brings you credit protection at a price that helps you meet your financial needs.

The Capital One Payment Protection Program pays the minimum monthly payment you owe on your eligible balance, for up to 12 months, if you lose a job involuntarily or become temporarily disabled due to an accident or illness. Plus, in the event of death or permanent total disability, Payment Protection will pay off the eligible balance on your card, up to \$10,000.

Payment Protection costs only \$0.89 per \$100 of your monthly statement balance. For example, if your balance is \$200, the cost for the month is only \$1.78. If it is zero, there's no cost to you at all. And there are no hidden fees.

Over 5 million Capital One customers safeguard their credit with Payment Protection. To join them, just sign and return your attached Enrollment Form in the provided Capital One credit card payment envelope. You will receive your Payment Protection Addendum, including complete plan terms and conditions, in about two weeks.

Protect your credit and enjoy peace of mind - enroll in Payment Protection today.

Thank you for choosing

Capital()ne

**Customer Relations:** (800) 955-7070 www.capitalone.com

Senior Vice President, Capital One

P.S. The power of Payment Protection has never been more affordable. Enroll now to protect your Capital One account!

Enroll your other Capital One accounts in Payment Protection today by calling 1-888-527-3014.

201231

201231

Key Code: 73Y-13 File Code: 13CAPVR

### **Payment Protection Enrollment Form**

KEVIN C ROTKISKE 132 N MAIN ST AMBLER PA 19002-5712

Account # 5178-0524-4293-6445

YES! I want the peace of mind that comes with Payment
Protection. By signing below, I authorize you to enroll me in this
program to safeguard my current Capital One® account. I understand
that by enrolling, I will be charged \$0.89 per \$100 of my monthly
statement balance, which will be billed to my Capital One credit card
account. Please see reverse for Important Information.

ignature	 	Date	//

Date of Birth \_\_\_\_/\_\_\_/\_\_\_\_

### Case 2:15-cv-03638-GEKP Document 16-6 Filed 10/30/15 Page 21 of 61

#### IMPORTANT INFORMATION ABOUT PAYMENT PROTECTION

Your Payment Protection Addendum, which includes your membership materials, will arrive in about 2-3 weeks and your membership will be effective as of the date shown on the Addendum. The cost of just \$0.89 per \$100 of your account balance each month will be automatically billed to your Capital One credit card account. This program pays the minimum monthly payment you owe on the eligible balance, for up to 12 months, if you become involuntarily unemployed or are unable to work due to temporary disability. It also pays the entire balance, up to \$10,000, in the event of your death or permanent total disability. For inquiries, or if you wish to discontinue this program, please call the toil-free number included in your Payment Protection Addendum.

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# FREE MOTOROLA FREE MAZR V3

> FREE\* Wireless Camera Phone

> BONUS Free Bluetooth® Headset (\$60 Value)

> FREE Shipping & Handling

X cingular



ACT NOW
Limited Time Offer
for Capital One
Cardholders

# Capital One

5178-0524-4293-6445

SEP 12 - OCT 11, 2004 Page 1 of 1

#### Account Summary

Previous Balance	\$546.10
Payments, Credits and Adjustments	\$101.00
Transactions	\$.00
Finance Charges	\$.78
New Balance	\$445.88
Minimum Amount Due	\$15.00
Payment Due Date	November 11, 2004
Total Credit Line	\$500
Total Available Credit	\$54.12

#### At your service

Credit Line for Cash

Available Credit for Cash

To call Customer Relations or to report a lost or stolen card: 1-800-903-3637

Send payments to: Attn: Remittance Processing Capital One Services P.O. Box 85147 Richmond, VA 23276

Send inquiries to:

Capital One Services P.O. Box 85015 Richmond, VA 23285-5015

\$500

\$54.12

#### Important Account Information

Want to make a difference this November? VOTE! Your vote is important, so get out there on November 2. Only you can make sure your voice is heard. Every vote counts!

### Payments, Credits and Adjustments

PLATINUM MASTERCARD ACCOUNT

1	05 OCT	Cap 1 ElectronicPhonePmt AuthDate 05-OCT	\$72.00
2	05 OCT	OVERLIMIT FEE CREDIT	29.00

As a valued Capital One customer, you are eligible to receive a free Year-End Summary that recaps your 2004 charges. Please call 1-877-794-4487 before December 12, 2004, to reserve your copy. All orders will be processed between January 15 and February 28, 2005. As long as this benefit is available for your account, you must call in each year in order to receive a Year-End Summary. You will be notified in your statement on how to opt in for your Year-End Summary.

Finance Charges

Please see reverse side for important information

- 0				
	Balance rate	Periodic	Corresponding	FINANCE
	applied to	rate	APR	CHARGE
PURCHASES	\$477.19	.00000%	.00%	\$.00
CASH	\$45.72	.05658% P	20.65%	\$.78

ANNUAL PERCENTAGE RATE applied this period

1.81%

# Capital One

26578M

#### 0000000 0 5178052442936445 11 0445880072000015004

New Balance		\$445.88
Minimum Amount Du	e	\$15.00
Payment Due Date		November 11, 2004
Total enclosed	\$	
Account Number:		5178-0524-4293-6445

Street		Apt. #	
City	State	ZIF	
Home Phone	Alternate Phone		

Capital One Bank
P.O. Box 85147
Richmond, VA 23276



▼ PLEASE RETURN PORTION BELOW WITH PAYMENT

#9028699534799513# MAIL ID NUMBER KEVIN C ROTKISKE 132 N MAIN ST AMBLER PA 19002-5712

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#### Motorola RAZR V3 phone includes:

- >Digital Zoom Camera
- >Bluetooth Capability
- > Built-in Speakerphone
- >Ultra-Thin Compact Design

#### Cingular Wireless Plans include:

- >Unlimited Mobile to Mobile
- >FREE Nationwide Long Distance
- >No Roaming Charges
- > Rollover Unused Anytime Minutes
- (A feature specific only to Cingular Wireless!)

# Case 2:15-cv-03638-GEKP Document 16-6 Filed 10/30/15 Page 23 of 61 Order Today! Call 1-800-973-0691

## Or Visit www.wirefly.com/capitalone





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- 1. How To Avoid A Finance Charge.

  † a. Brace Parisol. You will have a minimum grace period of the process of t

- petiodic tate. To obtain the average delily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. [If the code N appears on the front of this statement next to "Balance Rate Applied To," we slow subtract any unpul finance charge included in the balance or comment of the statement next to "Balance Rate Applied To," we slow subtract any unpul finance charge included in the balance or support of the balance or comment of the statement next to the add balances of each segment. Then, we and up all the day balances of each segment for the billing period and divide by the total number of days in the billing period. This gives us the avorage delily balance of each segment.

  3. Annual Percentage Rate (APP);

  a. The term "Annual Percentage Rate" may appear as "APP" on the front of this statement next to the periodic tratels, the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarrefly and may increase or decrease based on the stated indices, as found in The Wall Street Journal, plus the margin previously disclosed to you. These changes will be effective on the first day of your in the months January. April, July and October.

  c. If the code D (Prime), F. I amo. LBOR) or G. (3-mo. LBOR Repriced Monthly) appears on the front of your statement next to the periodic rate(s), the periodic tates and corresponding ANNUAL PERCENTAGE RATES may vary mortify and may increase on decrease based on the statement next to the periodic rate(s), the periodic tates and corresponding ANNUAL PERCENTAGE RATES may vary mortify and may increase or decrease based on the margin previously disclosed to you to the margin previously disclosed to you. These changes will be effective on the first day of your billing period each morth.

  4. Assessment of Late, Overlinit and Returned Payment Peas.

  Your account will be assessed on once the nove of the food in the membership fee. To cancel your accou
  - your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership tee for your account, the tee will continue to be charged, to the extent permitted by law, until the contraction of the extent permitted by law, until the count of the count cannot be used in connection with any internet gembling transactions.
  - usou an common.
    Itansactions.
    Notice About Electronic Check Conversion. When you authorize us either to Notice About Electronic Cheek Conversion. When you provide a check as peyment, you authorize us either to use information from your chock to make a one time electrizing fund transfer from your benk account or to process the peyment as a check transaction. When we use information from your check to make an electronic fund transfer, funds are you check to make an electronic fund transfer, funds are you check to make an electronic fund transfer, funds are your check to make an electronic fund transfer with may be withfrown from your bank account as a fund may be written with fund your financial institution.

your financial institution.

BILLING RIGHTS SUMMARY
In Case Of Errors Or Questions About Your Bill)
If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a spearate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must require shown on the front of this statement. We must require shown on the front of this statement. We do the first bill on which the error or problem appeared. You can ell our Quatement Relations number, but doing so will not presenve your rights. In your letter, give us the following information; your name and account mumber, the dollar amount of the suspected error, a description of the error and an oxplanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure sebut. You do not have to pay any amount in question while we are investigating if, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the

#### #, + Special Rule For Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to content the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$60,00 and the purchase was made in your home state or within 100 miles at your mailing address. (If we own or operate the merchant, or if we mailed you the adventisement for the property or services, all purchases are covered regardess of amount or location of purchase.) Please remember to sign all correspondence.

- † Does not apply to consumer non-credit card accounts
- \$ Does not apply to business non credit cord accounts

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2003
Capital One

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15548

Page 1 of 1

OCT 12 - NOV 11, 2004

# Dogod know what's ochment 16 6 on your credit report?

CreditInform® empowers you to manage your credit.

- Get a customized, easy-to-read credit report that includes your credit score.
- · Receive detailed quarterly credit updates.
- . See what influences your credit score with Credit Analyzer, an online interactive tool.
- Consult with Credit Education Specialists, toll free.

1-877-530-1023 today to sign up for Gredit Inform and learn what's on your credit report. When you call, mention your reservation # 94446229

Approximately 27 million Americans—that's 1 in 8 adults—have had their identities stolen over the past five years. -CBS News, April 2004\*

Risk-free for 30 days. Offer expires: 02-28-05.

Credit Inform

To respond to this special, limited-time offer, call 1-877-530-1023 and use reservation # 94446229 or simply complete this acceptance form and return it with your Capital One® card payment. Visit www.mycreditinform.com for more information.

PLATINUM MASTERCARD ACCOUNT

KEVIN C ROTKISKE

AMBLER PA 19002-5712

132 N MAIN ST

94446229

eservices you want for only \$4.99 a month.

report and monitor my credit file at Equifact

YES, I want to manage my credit with Creditinform.

I authorize Capital One to forward this coupon, which includes

nautonize capital one to forward this coupon, which includes my account number for billing purposes, on my behalf to the company that provides this product. I have read and agree with the important terms and disclosures on the back and authorize Intersections Inc., provider of Creditinform, to obtain my credit

See back for details.

Signature

Payments, Credits and Adjustments

5178-0524-4293-6445

1	19 OCT	ELECTRONIC PAYMENT	\$100.00-
Tras	nsactions		
2	10 OCT	US AIRWA USAIRWAYS.COM NC	\$5.00
		TICKET#:0372187432899 DEPARTING:11-17-2004	
3	18 OCT	TARGET 00012690 PLYMOUTH MEET PA	6.45
4	21 OCT	CASH ADV. USA,/1027 AR PHILADELPHIA PA	81.75
5	23 OCT	WHOLE FOODS MARKET S1A PHILADELPHIA PA	11.12
6	25 OCT	CVS PHARMACY #2159 Q03 PHILADELPHIA PA	5,99
7	28 OCT	TARGET 00014431 PHILADELPHIA PA	4.97
8	29 OCT	CASH ADV. FRANKLINTOWN PHILADELPHIA PA	30.00
9	01 NOV	AMOCO OIL 06776207 AMBLER PA	27.19
10	02 NOV	OVERLIMIT FEE	29.00
11	11 NOV	CASH ADVANCE FEE FINANCE CHARGE	10.00

As a valued Capital One customer, you are eligible to receive a free Year-End Summary that recaps your 2004 charges. Please call 1-877-794-4487 before December 12, 2004, to reserve your copy. All orders will be processed between January 15 and February 28, 2005. As long as this benefit is available for your account, you must call in each year in order to receive a Year-End Summary. You will be notified in your statement on how to opt in for your Year-End Summary.

# Capital()ne

Account Summary	
Previous Balance	\$445.88
Payments, Credits and Adjustments	\$100.00
Transactions	\$201.47
Finance Charges	\$11.98
New Balance	\$559.33
Minimum Amount Due	\$59.33
Payment Due Date	December 11, 2004
Total Credit Line	\$500
Total Available Credit	\$.00
Credit Line for Cash	\$500
Available Credit for Cash	\$.00

To call Customer Relations or to report a lost or stolen card: 1-800-903-3637

Send payments to: Attn: Remittance Processing Capital One Services P.O. Box 85147 Richmond, VA 23276

At your service

Send inquiries to:

Capital One Services P.O. Box 85015 Richmond, VA 23285-5015

#### Important Account Information

We would like to take this opportunity to inform you that we may report information about your account to credit bureaus. The reporting of your account information to credit bureaus contributes to your overall credit profile. Late payments missed payments or other defaults on your account may also be reflected in your credit report.

> Finance Charges Please see reverse side for important information Corresponding APR FINANCE CHARGE Halance rate applied to PURCHASES CASH .00000% .05658% P .00% \$.00 \$1.98

ANNUAL PERCENTAGE RATE applied this period

29.76%

# Capital()ne

26052M

#### 0000000 0 5178052442936445 11 0559330100000059336

New Balance	\$559.33
Minimum Amount Due	\$59.33
Payment Due Date	December 11, 2004
Total enclosed \$	
Account Number:	5178-0524-4293-6445

Please print mailing address and/or e-mail changes below using blue or black ink. Apt.# Home Phone Alternate Phone Email Address



▼ PLEASE RETURN PORTION BELOW WITH PAYMENT

#9031799534799516# MAIL ID NUMBER KEVIN C ROTKISKE 132 N MAIN ST

- հումնես համեսահեն հեռահանահեմ հանվահն

Capital One Bank Idalallahddlal P.O. Box 85147 Richmond, VA 23276

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AMBLER PA 19002-5712

# Creditinform pats the power of managing your credit inagour hands.

When it comes to achieving your financial goals, there are few things as important as your credit. As a CreditInform member, you can monitor the accuracy of your credit file with a personalized, easy-to-read credit report from Equifax, a leading credit reporting agency.

#### Enjoy exclusive benefits

Your report includes your credit score, explanations of what influences your score and personalized credit information. You'll also receive detailed quarterly credit updates online or via mail. And Credit Education Specialists are available to answer questions or help you resolve a dispute.

#### 30-day, risk-free trial period

Join CreditInform today and enjoy a 30-day, risk-free trial period. After that, your \$4.99 monthly membership fee will be automatically and conveniently bitled to your Capital One® account unless you cancel.

To more effectively manage your credit with CreditInform, 1-877-530-1023 today or sign and return this form.

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I understand that Intersections Inc. cannot accept authorization from any other person other than the individual joining the service and confirm that I am requesting my own personal information and no other. I acknowledge that, to ensure continuous service, my membership will be automatically renewed at the current rate, unless I tell you to cancel. I understand that intersections Inc. is outhorized under contract with Equipms to serve the informational needs of consumers and assumes no liability for information contained in my credit file. I confirm that I am at least 18 years of age. Note: We cannot process your order without your authorization.

For inquiries about this product or if you wish to bill a different credit card, please call 1-866-226-3745. By responding to this offer, you may be communicating information about yourself to the company that provides this product-for example, that you are a Capital One customer. The Creditinform service is available to only one cardholder per account.

1. How To Avoid A Finance Charge.

1 a. Grace Period. You will have a minimum grace period of 25 days without finance charge on new purchases, new balence transfers, new special purchases and new other charges if you pay your total. New Balance\*, in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total. Not balance.

1. Aconaling Finance Charge. Transactions which are not

sheding date. There is a course by Modern Real Substances and special franches. In addition, there is no grace period on any transaction if you do not pay the total "New balance."

Acorung Finance Charge. Transactions which are not subject to a grace period are subject to a grace period for the grace to grace period before the grace period are grace period grace pe

periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new for credits. If the code N arguer and the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment. Then, we add up all the daily balance of each segment. Then, we add up all the daily balances for each segment of days in the billing period. This gives us the days balance of each segment of days in the billing period. This gives us the segment for the billing period. This gives us the average daily balance of each segment.

Any of the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

Application of the statement.

If the code P (Primel), L (3 mo. LISBOR), C (Certificate of Deposit), at 6 (Bankcard Primel) appears on the front of this statement next to the periodic mate(s), the periodic rates and corresponding ANNAL PERCENTAGE RATES may vary quantify and may increase or decrease based on the season of the season and the season of the season balance of the season balance of the season balance of the season balance of the season of the seas

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for paymernt. If there is a membership lee for your account, the few will continue to be charged, to the extent permitted by law, until the Using Your Acount. You can of your account cannot be used in connection with any internet gambling transactions.

used in connection with any internet germany trensactions. Notice About Bestrenic Check Conversion. When you provide a check as payment, you authorize us either to use information from your check to make a one time process the payment as a heck tensaction. When we use information from your check to make an electronic hund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

your financial institution.

BILLING RIGHTS SUMMARY
IIIn Case Of Errors Or Queenions About Your Bill)
If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate effect as soon as possible at the address for inquisities shown on the forch of this statement. We must hear from you no later than 80 days after we sent you the first bill on which the orier of problem appeared. You can will not sent the sent of the statement which the orier of problem appeared. You can be statement of the sent of the sent of the sent of the sent your injuries. In your letter, give us the following presence your rights. In your letter, give us the following information; your name and account number, the doller amount of the suspected error, a description of the error and an explanation; if possible, of why you believe there is an arror; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still ability legated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

#### #, + Special Rule For Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$60,00 and the purchase was made in your home state or within 100 miles of your mailling address. (If we own or operate the merchant, or if we mailed you the adventisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

1 Does not apply to business non credit card accounts

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2003
Capital One



# Capital One

Payments, Credits and Adjustments

Account Summary

Previous Balance

Finance Charges

Transactions

\$559.33 \$100.00 \$98.44 \$7.74

 New Balance
 \$565.51

 Minimum Amount Due
 \$65.51

 Payment Due Date
 January 11, 2005

 Total Credit Line
 \$500

 Total Available Credit
 \$.00

 Credit Line for Cash
 \$500

 Available Credit for Cash
 \$500

At your service

To call Customer Relations or to report a lost or stolen card:

1-800-903-3637

Send payments to: Attn: Remittance Processing Capital One Services P.O. Box 85147 Richmond, VA 23276 Send inquiries to:

Capital One Services P.O. Box 85015 Richmond, VA 23285-5015

#### Important Account Information

It's Capital One Bowl Week time again! Tune in to ESPN, ESPN2, and ABC starting December 14 for the best in post-season college football action, to see your favorite teams fight for bowl championships, and for college football's ultimate prize: the BCS National Championship. And on New Year's Day, be sure to tune in to ABC to watch the Capital One Bowl and see which mascot is crowned the Capital One National Mascot of the Year!

PLATINUM MASTERCARD ACCOUNT 5178-0524-4293-6445

NOV 12 - DEC 11, 2004 Page 1 of 1

Payments, Credits and Adjustments

1	18 NOV	ELECTRONIC PAYMENT	\$100.00-
Tras	nsactions		
2	20 NOV	WIRELESS DIMENSIONS ME MELBOURNE FL	\$62.79
3	20 NOV	FOOD TOWN (CITGO) INDIALANTIC FL	6.65
4	22 NOV	OVERLIMIT FEE	29.00

Finance Charges	Please see reverse side for important information			
	Balance rate	Periodic	Corresponding	FINANCE
	applied to	rate	APR	CHARGE
PURCHASES	\$402.15	.04288% P	15.65%	\$5.17
CASH	\$151.14	.05658% P	20.65%	\$2.57

ANNUAL PERCENTAGE RATE applied this period

17.02%

# Capital One

28047M

#### 0000000 0 5178052442936445 11 0565510100000065514

New Balance	\$565.51
Minimum Amount Due	\$65.51
Payment Due Date	January 11, 2005
Total enclosed	\$
Account Number:	5178-0524-4293-6445

Street		Арι.#	
City	State	ZIF	
Home Phone	Alternate Phone		
Email Address			

Capital One Bank
P.O. Box 85147
Richmond, VA 23276



▼ PLEASE RETURN PORTION BELOW WITH PAYMENT

#9034799534799513# MAIL ID NUMBER KEVIN C ROTKISKE 132 N MAIN ST AMBLER PA 19002-5712

Smillidadkadhambilidadadmillidadbadhaddald

Case 2:15-cv-03638-GEKP Document 16-6 Filed 10/30/15 Page 27 of 61 People of its solely responsible for this offer, and is not affiliated with Capital One. Capital One does not provide, endorse

peoplepc" online A better way to Internet.

# INLIMITED INTERNET ACCESS

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"PeoplePC Online: First 3 months are biffed at \$4.97 per month; \$9.95 per month thereafter. Offer available to new dial-up subscribers at least 18 years of age and may not be redeemed with any other offer. Offer subject to change at any time. Phone technical support available for \$1.95 per minute.

†Accelerator is free for 12 months. Offer good for limited time. After the first 12 months, the Accelerated service will automatically revert to the standard PeoplePC Online service. Offer subject to change at anytime, With PeoplePC Online Accelerated, certain Web page text and graphics will load faster when compared to standard dial-up Internet service. Actual results may vary. PaoplePC Online Accelerated is only compatible with PeoplePC Online Internetservice and specified Windows@ browsers. PeoplePC Online Accelerated is not compatible with Windows@ 95 with IE 6.5 SP2.

Service not available in all areas. Access fees, taxes, and other fees and restrictions may apply. Telephone toll charges may apply, even during trial periods. You are responsible for determining whether a call to one of our access numbers will result in telephone toll charges. Access may be limited, especially during times of peak usage. Dial-up numbers may be changed at PeoplePC's discretion. Continuous use subject to timeout procedures. All use is subject to PeoplePC Online's Services Agreement and Acceptable Use Policy, 56K is the maximum speed of service; actual speed may vary.

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1. How To Ayold A Finance Charge.

2. Grace Period. You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special trensfers. In addition, there is no grace period on any transaction if you do not pay the total "New balance."

According Finance Charge, Transactions which are not supported to the transaction of your do not pay the total "New balance."

According Finance Charge, Transactions which are not from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "Now Balance" from the provious billing period in full, finance charges continue to accrue to your unput balance until the unput balance is paid in full. This means that you may still own finance charges, even if you pay her entire New Belance indicated on the front of your balance in paid to the provious balling period in full, finance charges continue to accrue to your unput balance until the unput balance is paid in full. This means that you may still own finance charges, even in the provious month. Unput finance charges are added to the applicable segment of your Account.

1-c. Mainsum Finance Charge, For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be Imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that hight to not assess any or all finance charge, and in the provious periodic rate(s) is less than \$0.50, we will subtract that hight to not assess any or all finance charges, we reserve the fight to not assess any or all finance charges, will be billing beriodic tate for each segment of your account.

particular state. To obtain the average daily balance for the billing period covered by the statement, we take the transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement nead to "Belance Rate Applied To", we also subtract any unpaid finance charge included in the balance of each segment.) This gives us the daily balance of each segment. Then, we add up all the daily balance for each segment. Then, because the daily balance for each segment. Then, because the daily balance for each segment. Then, because the daily balance for each segment. Then, we add up all the daily balance for each segment. Then, we add up all the daily balance for each segment. Then, we add up all the daily balance for each segment. Then, we add up all the daily balance for each segment. Then, we add up all the daily balance of each segment. The balance of each segment is the balance of each segment. Then, we are the segment of the period and which the segment.

1. If the code P (Primo), L (3 mo. LIBOR), C (Certificate of Deposit), or \$S (Bankcard Primo) appears on the front of this statement next to the periodic rate(s), the periodic rate of the state of the segment of the segment of the state of indices, as found in The Wall Street (and the segment of the segm

shate indeces, as found in The West Strate Sustain, when the margin previously decision to you. These changes each month.

Assessment of Late, Owellinsk and Returned Psymmet Fees. Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of you customer agreement, we reserve the right to walve or not to assess any fees without prior notification to you without waiting our right to assess the same or similar to you without waiting our right to assess the same or similar to you without making our right to assess the same or similar only our second. It is membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such tee credited to you 11 you cancel your account. During this period, you may continue to tale your account. Without having to pay the view of the control of the property of t

your eccount if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the settent permitted by law, until the account belance has been paid in full as defined above, the control of the continue of the charged of the control of the control to the charged of the control of th

you'r financial institution.

BILLING RIGHTS SUMMARY
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‡,† Special Rule For Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the adventisement for the property or services, all purchases are covered regardess of amount or location of purchase.) Please remember to sign ell correspondence.

- † Does not apply to consumer non-credit card accounts
- \$ Does not apply to business non credit card accounts

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Capital()ne

PLATINUM MASTERCARD ACCOUNT 5178-0524-4293-6445

DEC 12, 2004 - JAN 11, 2005 Page 1 of 1

# Account Summary

Previous Balance	\$565.51
Payments, Credits and Adjustments	\$100.00
Transactions	\$.00
Finance Charges	\$7.25
New Balance	\$472.76
Minimum Amount Due	\$15.00
Payment Due Date	February 11, 2005
Total Credit Line	\$500
Total Available Credit	\$27.24

#### At your service

To call Customer Relations or to report a lost or stolen card: 1-800-903-3637

Send payments to: Attn: Remittance Processing Capital One Services P.O. Box 85147 Richmond, VA 23276

Credit Line for Cash Available Credit for Cash

Send inquiries to:

Capital One Services P.O. Box 85015 Richmond, VA 23285-5015

\$500 \$27.21

#### Important Account Information

We would like to take this opportunity to inform you that we may report information about your account to credit bureaus.
The reporting of your account information to credit bureaus contributes to your overall credit profile. Late payments, missed payments or other defaults on your account may also be reflected in your credit report.

Payments.	C J'a.	3	A J'reason and	٠.
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	17 DEC	ELECTRONIC PAYMENT	

\$100.00-

Finance Charges Please see reverse side for im			rtant information	
	Balance rate	Periodie	Corresponding	FINANCE
	applied to	rate	APR	CHARGE
PURCHASES	\$3-14.21	.04425% P	16.15%	\$4.72
CASH	\$1-11.02	.05795% P	21.15%	\$2.53

ANNUAL PERCENTAGE RATE applied this period

17.59%

# Capital()ne

#### 0000000 0 5178052442936445 11 0472760100000015000

New Balance	\$472.76
Minimum Amount Due	\$15.00
Payment Due Date	February 11, 2005
Total enclosed	\$
Account Number:	5178-0524-4293-6445

Please print mailing address and/or e-mail changes below using blue or black ink.

Street		Apt. #	
City	State	ZIF	
Home Phone	Alternate Phone		
	6		
Email Address			

Capital One Bank P.O. Box 85147 Richmond, VA 23276 Tadaladlaabilaaddladlaadbadlaaaadddadlaadladd

Marthadalalali



▼ PLEASE RETURN PORTION BELOW WITH PAYMENT

#9001299534799513# MAIL ID NUMBER KEVIN C ROTKISKE 132 N MAIN ST AMBLER PA 19002-5712

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"PeoplePC Online: First 3 months are billed at \$4.97 per month; \$9.95 per month thereafter. Offer available to new disk-up subscribers at least 18 years of age and may not be redeemed with any other offer. Offer subject to change at any time. Phone technical support evailable for \$1.95 per minute.

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Actual results may vary. PeoplePC Online Accelerated is only compatible with PeoplePC Online Internetservice and ws® browsers. PeoplePC Online Accelerated is not compatible with Windows® 95 with IE 5.5 SP2.

Service not available in all areas. Access fees, taxes, and other fees and restrictions may apoly. Telephone toll charges may apply, even during trial periods. You are responsible for determining whether a call to one of our access numbers we result in telephone toil charges. Access may be limited, especially during times of peak usage. Dial-up numbers may be changed at PeoplePC's discretion. Continuous use subject to timeout procedures. All use is subject to PeoplePC Online's Services Agreement and Acceptable Use Policy, 56K is the maximum speed of service; actual speed may vary.

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I. How To Avoid A Finance Charge.

1. Grace Feriod. You will have a minimum grace period of the control of the

emount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.

1. Temporary Reduction in Finance Change. We reserve the fight to not assess any or all finance change for any given fight to not assess any or all finance change for any given fight to not assess any or all finance change for any given have get beilty Bataros (Including Nave Purchases).

1. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special fromsile, and special purchase) by the corresponding delity periodic ratelet that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account on the delity balance of each of the second of the second of the second of the second of the results from each segment to entire at your periodic finance charge to resch segment. We add up the results from each segment to entire at the total periodic finance charge for each segment of your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for the second of the

periodic tatle. To obtain the average daily belance for the billing period covered by this statement, we take the beginning belance of each segment auch day, add any new transactions to each segment, and subtract any payments or credits. (If the code N appears on the front of this statement next to Belance Rise Applied 10, "we also need to be a subsequent of the statement next to Belance Rise Applied 10," we also need to each segment. Then, we add up all the deliy belance of each segment. Then, we add up all the deliy belances for each segment for the billing ported and divide by the total number of days in the billing ported. This gives us the exception of the subsequent of the billing ported. This gives us the average daily belance of each segment.

3. Armuel Percentage Rue\* may appear as a subsequent of the statement next to the portiod. The prioride rates and the code P (Prime). L 3 me. LIBOR). C (Certificate of Depast), or \$ (Bankzard Prime) appears on the front of the statement next to the portiodic ratels), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in \*The Wall Street\* Journal, Plus his margin periodicity disclosed to you. The periodic rates and corresponding Annual Periodic rates and corresponding in the menths Janeary, April, July and October.

1. If the code D (Prime), F (1-mo. LIBOR) or G (3-mo. LIBOR Repriced Monthly) appears on the front of you statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE has any vary monthly and may increase based on his the menths Janeary, April, July and October and control of the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE has been any vary monthly and may increase on the front of you statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE has been any any monthly and may increase to decrease based on his the menting periodic variety disclosed to you. Those c

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the trensaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership here for your account, the few will coming the responsible for payment. If there is a membership here for your account, the few will coming the control of the co

transactions.

Notice About Electronic Check Conversion. When you Notice About Electronic Cheek Correversion. When you provide a check as peyment, you subhorize us either to use information from your check to make a one time electronic faunt transfer from your bank account or to proceed the payment as a check transaction. When we use information from your check to make an electronic fund transfer, fund may be withdrawn from your bank occount as sond as the same day we receive your payment, and you will not receive your check back from your financial institution.

BILLING RIGHTS SUMMARY
(In Case Of Errors Or Duestions About Your Bill)
If you think your bill is wrong, or if you need more
If you think your bill is wrong, or if you need more
If you there is a soon as possible at the address for
inquiries shown on the front or bill, write for us or a
separate sheet as soon as possible at the address for
inquiries shown on the front or the statement. We must
bear from you no later than 60 days after we sent you the
first bill on which the error or problem appeared. You can
call our Customer Relations number, but doing so will not
preserve your rights. In your letter, give us the following
information: your name and account number, the dollar
amount of the suspected error, a description of the error
and an explanation, if possible, of why you believe there is
an error; or if you need more information, a description of
the item you are unsure about. You do not have to pay any
are still obligated to pay the parts of your bill that are not
in question. While we investigate your question, we cannot
report you as delinquent or take any action to collect the
amount you question. BILLING RIGHTS SUMMARY

If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the temaining amount due on the proporty or services. You have this protection only when the purchase price was more than \$60,00 and the purchase was made in your home state or within 100 miles of your malling address. (If we own or operate the merchant, or if we mailed you the adventisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

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# Capital()ne

Account Summary	
Previous Balance	\$172.76
Payments, Credits and Adjustments	\$100.00
Transactions	\$159.93
Finance Charges	\$6.81
New Balance	\$539.50
Minimum Amount Due	\$39.50
Payment Due Date	March 11, 2005
Total Credit Line	\$500
Total Available Credit	\$.00
Credit Line for Cash	\$500
Available Credit for Cash	\$.00

At your service

To call Customer Relations or to report a lost or stolen card: 1-800-903-3637

Send payments to: Attn: Remittance Processing Capital One Services P.O. Box 85147 Richmond, VA 23276

Send inquiries to:

Capital One Services P.O. Box 85015 Richmond, VA 23285-5015

PLATINUM MASTERCARD ACCOUNT

5178-0524-4293-6445

Payments, Credits and Adjustments

19 JAN ELECTRONIC PAYMENT \$100.00-Transactions TARGET 00014431 PHILADELPHIA PA 15 JAN \$6.46 MUSEUM MARKET PHILADELPHIA PA 16 JAN 8.78 17 JAN MUSEUM MARKET PHILADELPHIA PA 11.07 27 JAN TLA VIDEO ART MUSEUM PHILADELPHIA PA 7.50 29 JAN EXXONMOBIL75 04763959 KING OF PA 23.11 29 JAN PALACE OF SWEETS QUAKERTOWN PA 8,39 HESS 38448 DOUGLASSVILLE PA 07 FEB 21.10 VICTORIA'S SECRET 0592 WYOMISSING PA 07 FEB 44.52 10 09 FEB OVERLIMIT FEE 29.00

Finance Charges Please see reverse side for important information Balance rate applied to Corresponding APR FINANCE CHARGE .04125% F .05795% F PURCHASES CASH \$313.11 \$139.71 \$4.30 \$2.51

ANNUAL PERCENTAGE RATE applied this period

17.71%

JAN 12 - FEB 11, 2005 Page 1 of 2

# Capital One

Capital One Bank

#### 0000000 0 5178052442936445 11 0539500100000039502

New Balance	\$539.50
Minimum Amount Due	\$39.50
Payment Due Date	March 11, 2005
Total enclosed \$	
Account Number:	5178-0524-4293-6445

•			
Street		Apt #	
City	State	ZIF	

Please print mailing address and/or e-mail changes below using blue or black ink

Hame Phone Alternate Phone Email Address

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT

#9004399534799518# MAIL ID NUMBER KEVIN C ROTKISKE 132 N MAIN ST AMBLER PA 19002-5712

P.O. Box 85147 Richmond, VA 23276 Inhiallmhilmhilmhilmhilmhinallmhilmhi

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How To Avoid A Finance Charge
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and in time for it to be created by you next accurrent closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on many transaction if you do not pay the total. New or transaction is you do not pay the total. New or transaction is you do not pay the total. New or transaction is processed to your Account or 3) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the provious billing period in tall, finance charges continue to secretar you unpelle bolance until the unpaid bilance is paid in full. This means that you may still over finance charges, even if you account or 3) from the provious billing period in tall, finance charges continue to secretar you unpelle bolance until the unpaid bilance is paid in full. This means that you may still over finance charges, even if you account.

1. Minimum Finance Charge. For each billing period that your account is subject to a finance charge, a finance charge, a continue to the stilling period that your account is subject to a finance charge, a finance charge, a finance charge, and the subject of the provious periodic rate(s) is test than 80.50, we will subtract that smout from the 60.50 minimum and the application of your periodic rate(s) is test than 80.50, we will subtract what smout from the 60.50 minimum and the difference will be amount from the 60.50 minimum and the difference will be imported to ask segment of your account (e.g., cash advance, purchase, application of your periodic finance charge in a calculated by mathiplying the daily balance of each segment of your account to the daily belance of each segment of your account to the daily belance for each segment. The segment of your account. However, if you paid the results from each segment to arrive at the total periodic finance charge

pariodic rate. To obtain the average daily balance for the billing pariod covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code it appears on the front of this statement next to "Balance Rate Applied To," we also subtract any uppeld finance charge included in the balance of each segment. This gives us the daily balance of each segment. Then, we add up all the daily balance for each segment. The billing poind and divide by the total segment for the billing poind and divide by the total segment for the billing poind and divide by the total segment for the billing poind and divide by the total average daily balance of each segments.

Applied to the billing balance of each segment for each segment.

Applied to the total of this statement.

Applied to the form of this statement.

Of the code P (Primo), L G mo. LIBORI), C (Certificate of Deposit), or \$ (Bentcard Frince) appears on the front of this statement post to the particle, misself the particle of this statement post to the particle, misself the particle of the stated indices, as found in The Wall Streat Journal, Plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement read to the particle of the particle

stated Indices, as found in The Wall Street Journal, plus the morphin previously disclosed to you. These changes will be effective on the first day of you billing period.

4. Assessment of Late, Overfirst and Reburned Paymers Fees. Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a lord time. If a membership fee appears on the front of this statement, you have 30 days from the date this statement was malled to you to avoid paying the fee or to have such fee credited to you if you cancel your account. Ouring this period, you may continue to use your account without having to pay the membership fee. To cancel your account, you must enable the payment of a charge your account. If you do not cancel process checks, cancel all presubministed billing, and cesso using your account. Additionally, your account will not be closed until you pay all amounts you were used including; any transactions you have outhorized, finance charges, past due tees, overlimit tees, returned payment tees, cash advance tees and any other fees assessed to your transactions you will be account after you have requested the account to the glosed or the respecting of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a new received to the contract of the c

used in connection with any internet gambling transactions. Notice About Electronic Cheek Conversion. When you provide a check as payment, you authorize us often to use information from your check to make a one time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we tockle your payment, and you will not receive your check back from your financial institution.

your financial institution.

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If you think your bill is wrong, or if you need more
information on a transaction or bill, write to us or a
separate sheet as soon as possible at the additional
injudies shown on the front of this statement. We must
hydrides shown on the front of this statement. We must
first bill on which the orior or problem appeared. You can
ell our Qustomer Relations number, but odings ow till not
preserve your injute. In your letter, give us the following
information; your name and account number, the dollar
amount of the suspected error, a description of the error
and on explanation, if possible, of why you believe there is
an error; or if you need more information, a description of
the item you are unsure about. You do not have to pay any
amount in question while we are investigating if, but you
are still obligated to pay if he parts of your bill that are not
in question. While we investigate your question, we cannot
report you as delinquent or take any action to collect the
amount you question.

#, + Special Rule For Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to cornect the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$60.00 and the purchase was made in your home state or within 100 miles of your mailting address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

1 Does not apply to business non credit card accounts

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Payment Protection from Capital One® makes protecting it affordable!

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Affordable credit protection designed with you in mind.

Your minimum monthly payment will be paid — including the monthly charge for Payment Protection.

Late and overlimit fees may be waived.

You can use your Capital One card even while benefit payments are being made!

#### SPECIAL BONUS OFFER!

When you enroll in Payment Protection, you'll automatically receive your FREE Pharmacy Gold Card, which entitles you to savings of up to 60% on prescription drugs at over 40,000 participating pharmacies nationwide.

See reverse for more details.

Dear KEVIN C ROTKISKE,

Page 2 of 2

You made a smart move when you signed up for your Capital One\* credit card. And now we're giving you the opportunity to make yet another smart move:

Safeguarding your credit is affordable with Payment Protection.

Protecting your credit rating has never been more affordable. Capital One brings you credit protection at a price that helps you meet your financial needs. And when you enroll in Payment Protection, you'll automatically receive your FREE Pharmacy Gold Card, entitling you to a nationwide healthcare savings program (see sidebar).

The Capital One Payment Protection Program pays the minimum monthly payment you owe on your eligible balance for up to 12 months if you lose a job involuntarily or become temporarily disabled due to an accident or illness. Plus, in the event of death or permanent total disability, Payment Protection will pay off the eligible balance on your card, up to \$10,000.

Payment Protection costs only \$0.89 per \$100 of your monthly statement balance. For example, if your balance is \$200, the cost for the month is only \$1.78. If it is zero, there's no cost to you at all. And there are no hidden fees.

Over 5 million Capital One customers safeguard their credit with Payment Protection. To join them, just sign and return your attached Enrollment Form in the provided Capital One credit card payment envelope. You will receive your Payment Protection Addendum, including complete plan terms and conditions, in about two weeks.

Protect your credit and enjoy peace of mind — enroll in Payment Protection today.

Sincerely,

g alar Berson

J. Alan Berson Senior Vice President, Capital One

Thank you for choosing

Capital One

Customer Relations: (800) 955-7070 www.capitalone.com P.S. The power of Payment Protection has never been more affordable. And now, when you enroll in Payment Protection, you can reap the savings and benefits of your FREE Pharmacy Gold Card program. Enroll now to protect your Capital One account and start enjoying healthy discounts!

Enroll your other Capital One accounts in Payment Protection today by calling 1-888-527-3014.

Payment Protection.

201231

201231

Key Code: CWP-13 File Code: 13CAPVR

#### Payment Protection Enrollment Form

Please sign in black or blue ink only. Detach and return this form in your Capital One credit card payment envelope.

KEVIN C ROTKISKE 132 N MAIN ST AMBLER PA 19002-5712

Account # 5178-0524-4293-6445

	_			
BONUS!	Free 1	Pharmacy	Gold	Card

YES! I want the peace of mind that comes with

By signing below, I authorize you to enroll me in this program to safeguard my current Capital One® account. I understand that by enrolling, I will be charged \$0.89 per \$100 of my monthly statement balance, which will be billed to my Capital One credit card account. Please see reverse for Important Information.

Signature	Date	/_	_/
-			

Date of Birth \_\_\_\_/\_\_\_/

#### **Pharmacy Gold Card**

When you enroll in Payment Protection, you'll automatically receive your FREE Pharmacy Gold Card, which entitles you to:

- Save up to 60% on generic prescription drugs.
- Receive two FREE additional Pharmacy Gold Cards for loved ones to use.
- Get answers to medical questions for FREE, 24 hours a day, at the Nurse Helpline.
- Save up to 20% on name-brand prescription drugs, including lifestyle medications not covered by certain insurance plans.
- Shop virtually anywhere your Pharmacy Gold Card is accepted at over 40,000 locations nationwide. To find the location nearest you, just vist www.PharmacyGoldCard.com!

#### II Yyath ue-

#### IMPORTANT INFORMATION ABOUT PAYMENT PROTECTION

Your Payment Protection Addendum, which includes your membership materials, will arrive in about 2-3 weeks and your membership will be effective as of the date shown on the Addendum. The cost of just \$0.89 per \$100 of your account balance each month will be automatically billed to your Capital One credit card account. This program pays the minimum monthly payment you owe on the eligible balance, for up to 12 months, if you become involuntarily unemployed or are unable to work due to temporary disability. It also pays the entire balance, up to \$10,000, in the event of your death or permanent total disability. For inquiries, or if you wish to discontinue this program, please call the toll-free number included in your Payment Protection Addendum.

#### IMPORTANT INFORMATION ABOUT YOUR PHARMACY GOLD CARD

Your welcome kit for the Pharmacy Gold Card will arrive under separate cover within 2-3 weeks. Your membership in the Pharmacy Gold Card program will be effective as long as you are actively enrolled in this Payment Protection plan. Please enjoy your free membership courtesy of Payment Protection.

This program is not insurance.

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7-03638-GEKP, Document 16-6 on your credit report?

CreditInforms empowers you to manage your credit.

- Get a customized, easy-to-read credit report that includes your credit score.
- · Receive detailed quarterly credit updates.
- · See what influences your credit score with Credit Analyzer, an online interactive tool.
- . Consult with Credit Education Specialists, toll free.

Approximately 27 million Americans—that's 1 in 8 adults—have had their identities stolen over the past five years. -CBS News, April 2004\*

#### Risk-free for 30 days. Offer expires: 05-28-05.

Credit Inform

To respond to this special, limited-time offer, call 1-877-530-1023 and use reservation # 94446229 or simply complete this acceptance form and return it with your Capital One® card payment. Visit www.mycreditinform.com for more information.

PLATINUM MASTERCARD ACCOUNT

5178-0524-4293-6445

Call

1-877-530-1023

today to sign up for

CreditInform and

learn what's on

your credit report.

When you call,

mention your

reservation #

94446229

FEB 12 - MAR 11, 2005 Page 1 of 1

17538

# Account Summary

Capital()ne

Previous Balance	\$539,50
Payments, Credits and Adjustments	\$100.00
Transactions	\$93.57
Finance Charges	\$6.83
New Balance	\$539.90
Minimum Amount Due	\$39.90
Payment Due Date	April 11, 2005
Total Credit Line	\$500
Total Available Credit	\$.00
Credit Line for Cash	\$500
Available Credit for Cash	\$.00

#### At your service

To call Customer Relations or to report a lost or stolen card: 1--800--903--3637

Send payments to: Attn: Remittance Processing Capital One Services P.O. Box 85147 Richmond, VA 23276

Send inquiries to: Capital One Services P.O. Box 85015 Richmond, VA 23285-5015

Important Account Information

Please review the important information enclosed with your statement and keep a copy for your records.

Pay	Payments, Credits and Adjustments						
1	18 FEB	ELECTRONIC PAYMENT	\$100.00-				
Tra	nsactions						
2	20 FEB	SUNOCO PHILA PA	\$23.38				
3	22 FEB	TARGET 00014431 PHILADELPHIA PA	9.95				

KEVIN C ROTKISKE 132 N MAIN ST

94446229

AMBLER PA 19002-5712

See back for details.

YES, I want to manage my credit with CreditInform.

I authorize Capital One to forward this coupon, which includes my account number for billing purposes, on my behalf to the company that provides this product. I have read and agree with the important terms and disclosures on the back and authorize

Intersections Inc., provider of Creditinform, to obtain my credit report and monitor my credit file at Equifax.

HECHT'S #86 K OF PRUSSIA PA 22 FEB 19.99 22 FEB TLA VIDEO ART MUSEUM PHILADELPHIA PA 11.25 OVERLIMIT FEE 29.00 11 MAR

Finance Charges

Please see reverse side for important information

	Balance rate	Periodic	Corresponding	FINANCE
	applied to	rate	APR	CHARGE
PURCHASES	\$369.99	.04125% P	16.15%	\$4.58
CASH	\$138.44	.05795% P	21.15%	\$2.25

ANNUAL PERCENTAGE RATE applied this period

Email Address

17.51%



26676M

## 0000000 0 5178052442936445 11 0539900100000039906

New Balance	\$539.90
Minimum Amount Due	\$39.90
Payment Due Date	April 11, 2005
Total enclosed \$	
Account Number:	5178-0524-4293-6445

Please print mailing address and/or e-mail changes below using blue or black ink.			
Street		Apt #	
City	State	ZIF	
Hame Fhone	Alternate Phone		





▼ PLEASE RETURN PORTION BELOW WITH PAYMENT

#9007199534799519# MAIL ID NUMBER KEVIN C ROTKISKE 132 N MAIN ST AMBLER PA 19002-5712

Taddidadlaadhaabdadadadhabladhabdabd

# Creditinform puts the power of managing your credit in your hands.

When it comes to achieving your financial goals, there are few things as important as your credit. As a Creditinform member, you can monitor the accuracy of your credit file with a personalized, easy-to-read credit report from Equifax, a leading credit reporting agency.

#### Enjoy exclusive benefits

Your report includes your credit score, explanations of what influences your score and personalized credit information. You'll also receive detailed quarterly credit updates online or via mail. And Credit Education Specialists are available to answer questions or help you resolve a dispute.

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I understand that Intersections inc. cannot accept authorization from any other person other than the individual joining the service and confirm that I am requesting my own personal information and no other. I acknowledge that, to ensure continuous service, my membership will be automatically renewed at the current rate, unless I tell you to cancel. I understand that Intersections Inc. is authorized under contract with Equifox to serve the informational needs of consumers and assumes no liability for information contained in my credit file. I confirm that I am

30-day, risk-free trial period
Join Creditinform today and enjoy a 30-day, risk-free trial period. After
that, your \$4.99 monthly membership fee will be automatically and
conveniently billed to your Capital One® account unless you cancel.

To more effectively manage your credit with CreditInform, call 1-877-530-1023 today or sign and return this form.

at least 18 years of age. Note: We cannot process your order without your authorization

For inquiries about this product or if you wish to bill a different credit card, please call 1-866-226-3745. By responding to this offer, you may be communicating information about yourself to the company that provides this product-for example, that you are a Capital One customer. The Creditinform service is available to only one cardholder per account.

The federal Fair Credit Reporting Act (FCRA) gives you specific rights, which are summarized below. You may have additional rights under state law. All any time, you may request and obtain your report from a consumer recording agency. You are entitled to free reports it is person has taken adverse sclotin against you because of information in a report, if you are the victim of identify theft or fraud; if you are on public assistance, or if you are unemployed but sepace to apply for employment within 60 days. In addition, you are entitled to one free report every twelve months from each of the nationwide credit reporting agencies. You may requestly our report beginning on December 1, 2004, or on a later date, depending on where in the country you live.

Otherwise, the consumer reporting agency may impose a reasonable charge for the disclosure. For a reasonable charge, you may request your credit score from consumer reporting agencies that create and distribute scores used in residential real property loans and in some mortgage transactions receive credit score information for thee.

The state of GA permits consumers to obtain two credit reports per credit reporting agency per year, free of charge. The states of MA, VT, CO, NJ, MD and ME permit consumers to obtain one credit per credit reporting agency per year, free of charge. NOTICE TO II. RESIDENTS: MANY GOVERNMENT RECORDS ARE AVAILABLE FREE OR AT A NOMINAL COST FROM GOVERNMENT AGENCIES. CREDIT REPORTING AGENCIES ARE REQUIRED BY LAW TO GIVE YOU A COPY OF YOUR CREDIT RECORD UPON REQUEST, AT NO CHARGE OR FOR A NOMINAL FEE.

- 1. How To Avoid A Finance Charge.

  1. Grace Period. You will have a minimum grace period of 25 days without finance charge on new purchases, new belance transfers, new special purchases and new other charges if you pay you total. New Belance, in accordance with the important Netrice for per statement elosing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total. Now bolance.

  1. Accusing Finance Charge. Transactions which are not subject to a grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total. Now bolance.

  1. Accusing Finance Charge. Transactions which are not subject to a grace period are assessed finance charge 1) from the dote of the transaction or 2) from the date the similar calendar day of the current billing period. Additionally, if you did not pay the "New Belance" from the previous billing period in full, finance charges continue to accuse to your unpid belance until the unpaid belance is paid in full. This means that you may still owe finance charges, even if you get the entire New Belance indicated on the front of your statement by the next statement closing date, but did so the statement of the period of the country of

- periodic tate. To obtain the everage delity balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. (If the code is appears on the front of this statement next to Balance Rete Applied To, "we also subtract any unpaid finance charge included in the balance of each segment, and the segment of the delity balances for each segment. Then, we add up all the delity balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average delity balance of each segment.

  \*\*Arsual Percentage Rate: may appoar segment for the billing period. This gives us the average daily balance of each segment.

  \*\*Arsual Percentage Rate: may appoar segment.

  \*\*If the odd P (Primo). It is similarly appoars on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATE may vary quantify and may increase or decrease based on the stated indices, as found in \*\*The Wall Street\*\*

  \*\*Journal,\*\* plus the maign previously disclosed to you. It is statement next may appear to the periodic rates and corresponding ANNUAL PERCENTAGE RATE may vary quantify and may increase or decrease based on the stated indices, as found in \*\*The Wall Street\*\*

  \*\*Journal,\*\* plus the maign previously disclosed to you. It is the code D (Primo) and provided statement ending in the months January, April July and October.

  \*\*UlBOR Repriced Monthly) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary morthly and may inclease or on the force of the statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary morthly and may inclease or on the force of the statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary morthly and may incleas

- your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the system permitted by law, until the account belance has been paid in full as defined above, used in connection with any internot pambling the used in connection with any internot pambling transactions.

  Notice About Electronic Check Comversion. When you provide a check as payment, you authorize us either to use information from your check to make a one time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we reactive your bayment, and you will not receive your check back from your financial institution.

your finencial institution.

BILLING RIGHTS SUMMARY
(In Case Of Errors Or Questions About Your Bill)
If you think your Bill is wrong, or if you need more
information on a transaction or bill, write to us on a
separate sheet as soon as possible at the address for
inquiries shown on the fort of this statement. We must
heat from you no later than 90 doys after we sent you the
call our Customer Relations number, but deing so will not
presence your rights. In your letter, give us the following
information: your name and account number, the dollar
amount of the suspected error, a description of the error
and an explanation, it possible, of why you bolieve there is
an error; or if you need more information, a description of
the item you are unsure about. You do not have to pay any
amount in question while we are investigating if, but you
are still obligated to pay the parts of your bill that are not
in question. While we investigate your question, we cannot
report you as delinquent or take any ection to collect the
amount you question.

- ‡,† Special Rule For Credit Card Purchases
- If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to contect the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$60,00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we malled you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.
- † Does not apply to consumer non-credit card accounts
- ‡ Does not apply to business non credit card accounts

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MAR 12 - APR 11, 2005

Page 1 of 1

\$100.00-

\$20.00

# Capital One

Account Summary	
Previous Balance	\$539.90
Payments, Credits and Adjustments	\$100.00
Transactions	\$89.96
Finance Charges	\$12.84
New Balance	\$542.70
Minimum Amount Due	\$42.70
Payment Due Date	May 11, 2005
Total Credit Line	\$500
Total Available Credit	\$.00
Credit Line for Cash	\$500
Available Credit for Cash	\$.00

At your service

To call Customer Relations or to report a lost or stolen card: 1-800-903-3637

1-300-703-3037

Send payments to: Attn: Remittance Processing Capital One Bank P.O. Box 790216 St. Louis, MO 63179-0216 Send inquiries to:

Capital One Services P.O. Box 85015 Richmond, VA 23285-5015 PLATINUM MASTERCARD ACCOUNT 5178-0524-4293-6445

Payments, Credits and Adjustments

18 MAR

1 17 MAR ELECTRONIC PAYMENT
Transactions

CASH ADV. FRANKLINTOWN PHILADELPHIA PA

 3
 18 MAR
 A & A AUTO PARTS \$T 29 READING PA
 30.93

 4
 23 MAR
 ALLOFMP3.COM MOSCOW RUS
 10.03

 5
 11 APR
 OVERLIMIT FEE
 29.00

 6
 11 APR
 CASH ADVANCE FEE - FINANCE CHARGE
 5.00

 Finance Charges
 Please see reverse side for important information

 Balance rate applies in rate
 Periodic rate rate applies in rate
 Corresponding rate
 FINANCE CHARGE

 PURCHASES
 \$355.16
 0.045c9% P
 16.65%
 \$5.02

 CASH
 \$153.14
 0.05932% P
 21.65%
 \$2.82

ANNUAL PERCENTAGE RATE applied this period

30.31%

# Capital One

#### 0000000 0 5178052442936445 11 0542700100000042704

New Balance	\$542.70
Minimum Amount Due	\$12.70
Payment Due Date	May 11, 2005
Total enclosed \$	
Account Number:	5178-0524-4293-6445

Please print mailing address and/or e-mail changes below using blue or black ink.

Street Apr #

City Strate ZIF

Home Phone Alternate Fhone

Email Address

Capital One Bank
P.O. Box 790216
St. Louis, MO 63179-0216



▼ PLEASE RETURN PORTION BELOW WITH PAYMENT

#9010299534799512# MAIL ID NUMBER KEVIN C ROTKISKE 132 N MAIN ST AMBLER PA 19002-5712

tadlidadlaadiaaabblidababadladdadbabdladd

# Case 2:15-cv-03638-GEKP Document 16-6 Filed 10/30/15 Page 37 of 61 Get sweet savings on Mother's Day gifts

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1. How To Avoid A Finance Charge, minimum grace period of † a. Grace Period. You will have a minimum grace period of before transfers, new pecial purchases and new other clarges if you pay your total "New Balance", in accordance with the important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In eddition, there is no grace period on any transaction if you do not pay the total "New balance".

periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment, and subtract any psyments or credits. (If the code N appears on the front of this statement next to 'Balance Rate Applied To,' we also subtract any unpaid finance charge included in the balance of each segment. This is gives us the delity balances for each segment. Then, we add up all the daily balances for each segment. Then, we add up all the daily balances for each segment. Then, we add up all the daily balances for each segment. Then, we add up all the daily balances for each segment. Then, we add up all the daily balances for each segment. Then, we add up all the daily balances for each segment. Then, we add up all the daily balances for each segment. Then, we add up all the daily balances for each sourage daily belence of each segment.

3. Annual Percentage Rates (APR).

a. The torm "Annual Percentage Rate "may appear as "APR" on the form of this distinction.

b. If the code F (Prime), I. Id mo, IBOR), C (Centificate of Deposit), or S (Bankcard Prime) appears on the front of the states and corresponding ANNIAL PERCENTAGE RATES may vary quanterly and may increase or decrease based on the stated indices, as found in The Wall Street Journal, Plust the margin previously disclosed to you. These changes will be effective on the first day of your statement next to the periodic rate(s), the periodic rates and corresponding ANNIAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in The Wall Stroot Journal, plus the margin proviously disclosed to you. These changes will be effective on the first day of your billing period.

Assessment of Late, Overlink and Ratemed Payment Fees.

stated indices, as found in The Wall Stroot Journal, plus the margin proviously disclosed to you. These changes will be effective on the first day of your billing period.

Assessment of Like, Overlink and Reharmed Payment Fees. Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the asmo or similar local at a fart time.

The state of your customer agreement, we reserve the right to you without waiving our right to assess the asmo or similar local at a fart time.

As a state of the statement was mailed to you to avoid paying the fee or to have such fee credited to you it you cancel your secouri. During this period, you may continue to use your account without having to pay the membership fee. To cancel your secourit, you must end any your "New Balance" in full devoluting the membership feel prior to the end of the thirty-day period.

If You Close Year Account, You can request to close your account by calling our Customer Relations bepartment. You must destroy your credit card(a) and account access checks, cancel all presuthanized billing, and close using your account. If you do not cancel unit you per your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you over us including: any transactions you have authorized, finance charges, past due fee, everifient fees, incurred payment fees, cash advance less and any other fees assessed to your feether to close the account or they are incurred subsequent to close the account or they are incurred subsequent to close the account to the closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the cocount belience has been paid in full as defined above. To count belience has been paid in full as defined above. To count belience has been paid in full as defined above. So count belience has been paid in full as defined above. So count belience has been paid in full as defined above. So well as the second particular tenders and the second particular tenders and the second particular tenders and the second to be countried to the second particular tenders and the second to the process the payment as a check transaction. When we use information from your check to make an observant or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

your finencial institution.

BILLING RIGHTS SUMMARY
(In Case Of Errors Or Questions About Your Bill)
If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a spearite sheet as soon as possible at the address for including shown on the front of his statement. We must have a soon as possible at the address for including shown on the front of his statement. We must have a soon as possible at the address for including a soon as possible at the address for including a soon as possible at the possible of the possible, of why you believe there is an orror; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

### #, + Special Rule For Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remeiring amount due on the property or services. You have this protection only when the purchase price was more than \$60,00 and the purchase was mode in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the adventisement for the property or services, all purchases are covered regardess of amount or location of purchase.) Please remember to sign all correspondence.

+ Does not apply to consumer non-credit card accounts

1 Does not apply to business non-credit card accounts

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- Spam Controls
- Smarter Smart Dialer Technology
- 🗫 🛱 More Email Addresses
  - Internet Call Waiting

### ED INTERN

## Capital ()ne

Account Summary Previous Balance \$542.70 Payments, Credits and Adjustments \$100.00 \$57.04 Transactions Finance Charges \$7.44 New Balance \$507.18 Minimum Amount Due Payment Due Date \$15.00 June 11, 2005 \$500 Total Credit Line Total Available Credit \$.00

At your service

Credit Line for Cash

Available Credit for Cash

To call Customer Relations or to report a lost or stolen card: 1-800-903-3637

Send payments to: Attn: Remittance Processing Capital One Bank P.O. Box 790216 St. Louis, MO 63179-0216

Send inquiries to:

Capital One Services P.O. Box 85015 Richmond, VA 23285-5015

\$500

\$.00

PLATINUM MASTERCARD ACCOUNT 5178-0524-4293-6445

APR 12 - MAY 11, 2005

Page 1 of 1

Payments, Credits and Adjustments

1	19 APR	ELECTRONIC PAYMENT	\$100.00
Tra	nsactions		
2	24 APR	MUSEUM MARKET PHILADELPHIA PA	\$4.69
3	28 APR	EXOTIC NUTRITION NEWPORT NEWS VA	52.35

Finance Charges

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT

Please see reverse side for important information

CHARGE
6 \$1.61
6 \$2.80
2

ANNUAL PERCENTAGE RATE applied this period

18.22%

## Capital One

### 0000000 0 5178052442936445 11 0507180100000015000

New Balance	\$507.18
Minimum Amount Due	\$15.00
Payment Due Date	June 11, 2005
Total enclosed	\$
Account Number:	5178-0524-4293-6445

Please print mailing address and/or e-mail changes below using blue or black ink. City ZIF Home Phone Alternate Phone Email Address





#9013299534799519# MAIL ID NUMBER KEVIN C ROTKISKE 132 N MAIN ST AMBLER PA 19002-5712

ladkladiadlaaldaddadadadlabladdadd

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Mention Offer Code: GARNET Or visit www.peoplepc.com/go/garnet

Case 2:15-cv-03638-GEKP Document 16-6 or Filed 10/30/15 or Page 39 of 61

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1. How To Avoid A Finance Charge.

1 a. Grace Period. You will have a minimum grace period of 25 days without finance charge on new purchases, new belance transfers, new special purchases and new orther charges if you pay your total. New Bolance\*, in accordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on end y transaction if you do not pay the total "New balance."

5. According Finance Charges Transactions.

and in time for in to be cleaned by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total. \*New but in the property of the p

periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the limit period covered by this statement, we take the third of the statement of each segment, and suthing any periodic statement near to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment. This gives us the daily balance of each segment. This gives us the daily balance of each segment. The billing portion and divide by the total number of days in the billing period. This gives us the Annual Percentage Rates (APR).

The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.

If the code P (Primo), L (3 mo. LIBOR), C (Certificate of Deposit), or \$ (Bankcard Primo) appears on the front of this statement next to the periodic state), the periodic nates and corresponding ANNUAL PIECH commiss based on the stated indices, as found in The Wall Street County of the state of the s

station indices, as found in The West Strite Johns, plus the margin previously disclosed to you. These changes seen that many previously disclosed to you. These changes seen and the seen

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the settent permitted by law, until the account belance has been paid in full as defined above, used in the settent permitted by law, until the account belance has been paid in full as defined above, used in the settent permitted by law, until the account belance has been paid in full as defined above, lawd in the lawd in

your finencial institution.

BILLING RIGHTS SUMMARY
(In Case Of Errors Or Questions About Your Bill)
If you think your bill is wrong, or if you need more
information on a transaction or bill, write to us on a
separate sheet as soon as possible at the address for
inquiries shown on the front of this statement. We must
beet from your better error or problem to the control of the c

1, † Special Rule For Credit Card Purchases

If you have a problem with the quality of proporty or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the propenty or services. You have this protection only when the purchase price was more than \$50,00 and the purchase was made in your home state or within 100 miles of your mailting address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are convexed regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

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- More Email Addresses
  - Internet Call Waiting

### INTERN

## Capital()ne

\$507.18
\$100.00
\$113.50
\$12.63
\$533.31
\$33.31
July 11, 2005
\$500
\$.00
\$500
\$.00

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Capital One Services P.O. Box 85015 Richmond, VA 23285-5015

PLATINUM MASTERCARD ACCOUNT 5178-0524-4293-6445

MAY 12 - JUN 11, 2005 Page 1 of 1

Payments, Credits and Adjustments

	1 17 M	IAY ELE	CTRONIC PAYMENT	\$100.00
	Transactio	ns		
	2 20 M	AY INTE	ELIUS 425-4546200 WA	\$8.95
	3 21 M	IAY CASI	H ADV. 1456/325 N D PHILADELPHIA PA	61.75
	4 31 M	AY AMA	ZON CAFE OF ARCH ST PHILADELPHIA PA	3.80
	5 11 J	UN CAPI	ITAL ONE MEMBER FEE	39.00
(	6 11 J	UN CASI	H ADVANCE FEE FINANCE CHARGE	5.00

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Finance Charges	Please see reverse side for important information			
	Balance rate	Periodic	Corresponding	FINANCE
	applied to	rate	APR	CHARGE
PURCHASES	\$280.29	.04562% P	16.65%	\$3.96
CASH	\$199.84	.05932% P	21.65%	\$3.67

ANNUAL PERCENTAGE RATE applied this period

31.57%

## Capital()ne'

### 0000000 0 5178052442936445 11 05333101000000333312

\$533.31
\$33,31
July 11, 2005
\$
5178-0524-4293-6445
\$

		Apt. #	
City	State	ZIF	
Home Phone	Alternate Phone		

Capital One Bank Manuellidendell httaallaallaallaallaadhallallaadhlalala



▼ PLEASE RETURN PORTION BELOW WITH PAYMENT

#9016399534799514# MAIL ID NUMBER KEVIN C ROTKISKE 132 N MAIN ST AMBLER PA 19002-5712

To Michilla dha a bhilabha la dha la bha billa bi

Case 2:15-cv-03638-GEKP Documenty 16 in Filed 1 10 130/15 in Page 41, of 61 in or

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KEVIN C ROTRISKE A better way to Internet. AMBLER PA 19002-5712

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1. How Te Avoid A Finance Charge.
2. Garee Period. You will have a minimum grace period of 25 days without sinance charge on new purchases, new charges if you pay your total "New Balance", and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New bolance." Finance Charges. Transactions which are not subject to a grace period on any transaction if you do not pay the total "New bolance." Finance Charge. Transactions which are not subject to a grace period on any transaction if you do not pay the total "New bolance." Finance Charge. Transactions which are not subject to a grace period or assessed finance charge 1 into the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the provious billing period in full, finance charges continue to accrue to your unpaid balance until the umpaid balance sip paid in full. This means that you may still own finance charges, even if your any stime of your account.

2. Minimum Finance Charge. For each billing period that your account.

3. Minimum Finance Charge. For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of 30.50 will be imposed. If the total finance charge resulting from the application of your periods rate(s) is less than \$0.50, we will substract that periods and the purchase as against of your account.

4. Temporary Reduction in Finance Charge. We reserve the right to not accoos any or all finance charges are will be billing period.

5. Hinance charge for your account for any given billing period.

6. Temporary Reduction in Finance Charges for each segment. We have your periods in these delity belance of each segment of your account for your periods in these delity belance in the segment of your ac

periodic rate. To obtain the average dally belance for the billing period covered by this statement, we take the beginning balance of each segment, and sutracts my payments are statement next to "Balance Rete Applied To," we also subtract any uppel finance charge included in the belance of each segment. The gives us the daily balance of each segment. Then, we add up all the deliy balances of each segment in the billing period and divide by the total number of daye in the billing period. This gives us the segment of the billing period. This gives us the segment of the billing period. This gives us the severage daily balance of each segment.

Ament of daye in the billing period. This gives us the severage daily balance of each segment.

Ament of the billing period and divide by the total number of daye in the billing period. This gives us the severage daily balance of each segment.

Ament of the billing period in the second of the second period of the statement.

Any of the total of this statement.

Any of the total of this statement.

In the code P (Prime), L (3-mc. LIBOR), C (Centificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quantify and may increase or decrease based on the striet old cas, as food in 1/2 NeW Street of the second of the second on the striet old cas, as food in 1/2 NeW Street of the second of the second on the second on the second on the second on the second of the second on the se

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account befance has been pald in full as defined above, because the state of the continue to be charged, to the extent permitted by law, until the account befance has been pald in full as defined above, because the continue to be charged, to the extent permitted by law, until the account befance has been pald in full as defined above, beat the beat part of the continue of the continue to be charged above. If the law is the continue to be charged and the continue to the continue to

your financial institution.

BILLING RIGHTS SUMMARY
(In Case Of Errors Or Questions About Your Bill)
If you think your bill is wrong, or if you need more
information on a transaction or bill, write to us on a
separate sheet as soon as possible at the address for
inquifies shown on the front of this statement. We must
hear from you no later than 60 days after we sent you the
sart bill on which the orter or problem speared. You can
sart bill on which the orter or problem speared. You can
preserve your inghts. In your letter, give us the following
information: your name and account number, the dollar
amount of the suspected error, a description of the error
and an explanation, if possible, of why you believe there is
an error; or if you need more information, a description of
the item you are unause about. You do not have to pay any
amount in question while we are investigating if, but you
are still obligated to pay the parts of your bill that are not
in question. While we investigate your question, we cannot
report you as delinquent or take any action to collect the
amount you question.

### ‡, + Special Rule For Credit Card Purchases

If you have a problem with the quality of preporty or services that you purchased with a credit card and you have tried in good faith to contract the problem with the marchamt, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50,00 and the purchase was made in your home state or within 100 miles of your mailing address. Iff we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

1 Does not apply to business non-credit card accounts

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11R06 D 0100 19410M 234b6-----

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**EQUAL HOUSING LENDER** 

\*Variable rate in effect as of 05/25/05. See reverse for additional important information

## Capital()ne

Account Summary Previous Balance \$533.31 Payments, Credits and Adjustments \$100.00 Finance Charges \$7.83 New Balance \$504.82 Minimum Amount Due Payment Due Date \$15.00 August 11, 2005 Total Credit Line \$500 Total Available Credit Credit Line for Cash \$.00 \$500 Available Credit for Cash

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Send payments to: Attr: Remittance Processing Capital One Bank P.O. Box 790216 St. Louis, MO 63179-0216

Send inquiries to:

Capital One P.O. Box 30285 SLC, UT 84130-0285 PLATINUM MASTERCARD ACCOUNT 5178-0524-4293-6445

JUN 12 - JUL 11, 2005 Page 1 of 1

Payments, Credits and Adjustments							
1	14 JUN	ELECTRONIC PAYMENT	\$100.00-				
Tra	nsactions						
2	15 JUN	EL VEZ PHILADELPHIA PA	\$41.82				
3	16 JUN	ECKERD DRUG #6374 PHILADELPHIA PA	12.50				
4	21 JUN	SUBWAY #7636 PHILADELPHIA PA	9.36				

Finance Charges

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT

Please see reverse side for important information Corresponding APR FINANCE CHARGE

Balance rate PURCHASES CASH \$280.49 \$218.27 .04630% P .06000% P \$3.90 \$3.93

ANNUAL PERCENTAGE RATE applied this period

19.10%

## Capital()ne

### 0000000 0 5178052442936445 11 0504820100000015004

New Balance	 \$504.82
Minimum Amount Due	\$15.00
Payment Due Date	August 11, 2005
Total enclosed	\$
Account Number:	5178-0524-4293-6445

Street		Apt #	
City	State	ZIF	
Home Phone	Alternate Phone		



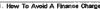




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Capital One Home Loans, LLC, Home Equity Line of Credit amounts range from \$15,000 up to \$500,000. Loans up to \$1,000,000 are possible. Loans are not available in AK, HI and TX. Maximum possible APR is 21% (lower in some states). Please call us for more details. No annual fee. For closing-cost-option programs: Closing costs as low as \$450 depending on loan size, property type and property location. Rates, programs and loan requirements vary from state to state and are subject to change. Additional restrictions may apply. This is not a commitment to lend.

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- 1. How To Avoid A Finance Charge.

  † a. Grace Period. You will have a minimum grace period of belience transfers, new special puchases and new other charges if you pay your total. New Balance\*, in scoordance with the Important Natice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on easy transaction if you do not pay the total. Now balance: There is no grace period on easy transaction if you do not pay the total. Now balance: There is no grace period on easy transaction or any transaction if you do not pay the total. Now balance: There is no grace period on easy transaction is processed to your Account or 3) from the subject to a grace period are assessed finance charge 1 from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in tid, finance charges continue to account to your rupale balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if your streement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.

  †c. Minimum Finance Charge. For each billing period that your account is subject to a finance charge, a minimum total FinAnce Charge. For each billing period that your account is subject to a finance charge is minimum total FinAnce Charge. For each billing period is set than \$0.50, we will subtract that total finance charge resulting from the application of your periodic rate for each segment of your account.

  †d. Temporary Reduction in Finance Charge, well activated with billing period.

  Average baily Balance (and the periodic rate for each segment of your account. To get the daily balance of each segment of your account in

- periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to send-segment each day, add any new transactions to send-segment each day, but any new transactions to send-segment each day, but any new transactions to send-segment and set in the statement next to "Balance Rate Applied To," we also subtract any unpold finance charge included in the balance of each segment. Then, we add up all the delily balances for each segment for the billing pariod and divide by the tratal number of days in the billing period. This gives us the segment of the billing period that divide by the tratal number of days in the billing period. This gives us the average daily balance of each segment.

  3. Avraid Recentage Rate and the Bottomer Rate of Market and the search of the state of the code P (Prime). L C mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quartorly and may increase or decrease based on the stated indices, as found in The Viral Street of the state of the search of the search of the state of the search of the
- your account if it has stready been closed. For example, if you authorized a purchese from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membershy be for your account, the tew will comine membershy be for your account, the tew will comine except the comment of the
- transections.

  Motios About Electronic Check Conversion. When you provide a check as payment, you authorize us either to use infarmation from your check to make a one time electronic fund transfer from your bank account or to process the payment as a check transection. When we use information from your check to make an electronic fund transfer, kards may be withdrawn from your bank account as soon as the same day we receive your check to make an electronic fund transfer, kards may be withdrawn from your bank account as soon as the same day we receive your face. payment, and you will not receive your check back from your financial institution.

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If you think your Bill is wrong, or if you need more
information on a transaction or bill, write to us or a
information on a transaction or bill, write to us or a
logifiest shown on the front on this statement. We must
hear from you no later than 80 days after we sent you the
first bill on which the error or problems appeared. You can
call our Customer Relations number, but doing so will not
preserve your rights. In your letter, give us the following
information: your name and account number, the dollar
amount of the suspected error, a description of the error
and care continued to the continued of the conti BILLING RIGHTS SUMMARY

### 1, + Special Rule For Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the proporty or services. You have this protection only when the purchase price was more than \$60.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the adventisement for the property or services, all purchases are covered regardess of amount or location of purchase.) Please remember to sign all correspondence.

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## Capital ()ne

Account Summary Previous Balance Payments, Credits and Adjustments \$100.00 \$88.28 Finance Charges \$511.26 New Balance Minimum Amount Due Payment Due Date \$15.00 September 10, 2005 \$500 Total Credit Line Total Available Credit \$.00

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To call Customer Relations or to report a lost or stolen card: 1-800-903-3637

Credit Line for Cash Available Credit for Cash

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Send inquiries to:

\$500 \$.00

Capital One P.O. Box 30285 SLC, UT 84130-0285

PLATINUM MASTERCARD ACCOUNT 5178-0524-4293-6445

JUL 12 - AUG 11, 2005 Page 1 of 1

Pay	ments, Cre	dits and Adjustments	
1	26 JUL	ELECTRONIC PAYMENT	\$100.00
Tra	nsactions		
2	28 JUL	24 SEVEN FOOD MART PHILADELPHIA PA	\$5.24
3	28 JUL	WHOLE FOODS MARKET/S1A PHILADELPHIA PA	13.04
1	28 JUL	CASH ADV. 707 ARCH STR PHILADELPHIA PA	10.00
5	29 JUL	CASH ADV. 707 ARCH STR PHILADELPHIA PA	60.00
6	11 AUG	CASH ADVANCE FEE FINANCE CHARGE	10.00

Finance Charges		Please see	reverse side for impo	rtant information
	Balance rate	Periodic	Corresponding	FINANCE
	applied to	rate	APR	CHARGE
PURCHASES	\$243.93	.04630% Р	16.90%	\$3.50
CASH	\$250.74	.06000% Р	21.90%	\$4.66

ANNUAL PERCENTAGE RATE applied this period

44.05%

## Capital One

27857M

### 0000000 0 5178052442936445 11 0511260100000015004

New Balance	\$511.26
Minimum Amount Due	\$15.00
Payment Due Date	September 10, 2005
Total enclosed \$	
Account Number:	5178-0524-4293-6445

	Ар≀.#	
State	ZIF	
Alternate Phone		
		State ZJF



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#9022499534799514# MAIL ID NUMBER KEVIN C ROTKISKE 132 N MAIN ST AMBLER PA 19002-5712

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1. How To Avoid A Finance Charge.

2. Grace Period. You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total. Now Balance', in accordance with the Important Natice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers, in addition, there is no grace period on any transaction if you do not pay the total "Now Balance's property of the property of the control of the property of the current billing period. Additionally, if you did not pay the "New Balance" from the provious billing period in full, finance charges continue to account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the provious billing period in full, finance charges continue to account on your unput had been provided by the property of the provided balance in paid in full, finance charges continue to account a subject to the provided balance is paid in full. They pay the test to heavy still how provided to the policiable segment closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your account.

2. Minimum Finance Charge. For each billing period that your account is subject to a finance charge. A minimum total FINANCE CHARGE of 80.50 will be imposed. If the total finance charge resulting from the application of your because the provided to the purchase segment of your account.

2. Average Daily Balance [Reduction in Finance Charge. We reserve the right to not assess any or all finance charges for any yier billing period.

2. Average Daily Balance [Reduction in Finance Charge. We for any yier billing period, we addly a balance to a cash se

periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new provided the provided of the provided

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be respend, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a mambership eet for your account, the test will continue membership be for your account, the test will continue account balance has been paid in full as defined above. Using Your Account, Your card or account cannot be used in connection with any internet gambling transactions.

used in connection with any control transactions.

Notice About Electronic Check Conversion. When you have a chief to payment, you authorize us either the control of the c Notice About Electronic Check Corneration. When you provide a check as payment, you authorize us either to use information from your check to make a not time electronic fluid transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic hard transfer, fluid may be withdrawn from your bank account as a soon as the same day we receive your payment, and will not receive your check back from your shaned institution.

your financial institution.

BILLING RIGHTS SUMMARY
III Case Of Terror Dr Questions About Your Bill)
If you think your bill is wrong, or if you need more
information on a transaction or bill, write to us on a
separate sheet as soon as possible at the address for
inquisties shown on the front or this attement. We must
hear from you no later than 80 days after we sent you the
first bill on which the error or problem appeared. You can
call our Customer Relations number, but doing so will not
preserve your nights. In you releter, give us the following
information: your number and account number, the dollar
amount of the suspected error, is description of the arror
and an explanation, possible, of why you believe there is
the item you are uneque about. You do not have to pay any
amount in question while we are investigating it, but you
are still obligated to pay the parts of your bill that are not
in question. While we investigate your question, we cannot
report you are delinquent or take any action to collect the
amount you question.

If you have a problem with the quality of property or scrioles that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your moilling address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

+ Does not apply to consumer non-credit card accounts

1 Does not apply to business non credit cord accounts

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Page 46 of 61 oo A better way to Internet.

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### UNLIMITED CCESS

## Capital ()ne

Account Summary Previous Balance \$511.26 Payments, Credits and Adjustments \$100.00 \$88.86 Finance Charges \$8.56 \$508.68 New Balance Minimum Amount Due Payment Due Date \$15,00 October 12, 2005 \$500 Total Credit Line Total Available Credit \$.00 Credit Line for Cash \$500

At your service

To call Customer Relations or to report a lost or stolen card: 1-800-903-3637

Available Credit for Cash

Send payments to: Attn: Remittance Processing Capital One Bank P.O. Box 790216 St. Louis, MO 63179-0216

Send inquiries to:

Capital One P.O. Box 30285 SLC, UT 84130-0285

### Important Account Information

Twelve unsung heroes of college athletics are competing for the honor of Capital One National Mascot of the Year - and you can help decide who wins! Each week, the mascots go head-to-head in competition, but only one will win the coveted title and \$10,000 for their school. Go to capitalone.com where you can vote daily for your favorite mascot - and don't forget to tune in to the Capital One Bowl on ABC on Monday, January 2, 2006, to see who wins!

PLATINUM MASTERCARD ACCOUNT 5178-0524-4293-6445

AUG 12 - SEP 11, 2005

Page 1 of 1

Payments, Credits and Adjustments

1	23 AUG	ELECTRONIC PAYMENT	\$100.00-
Tra	nsactions		
2	12 AUG	MUSEUM MARKET PHILADELPHIA PA	\$4.69
3	15 AUG	OVERLIMIT FEE	29.00
4	21 AUG	GOLDEN CHOPSTICK PHILADELPHIA PA	9.63
5	25 AUG	24 SEVEN FOOD MART PHILADELPHIA PA	8.50
6	27 AUG	24 SEVEN FOOD MART PHILADELPHIA PA	5.24
7	27 AUG	MUSEUM MARKET PHILADELPHIA PA	5.88
8	28 AUG	MUSEUM MARKET PHILADELPHIA PA	9.38
9	29 AUG	MUSEUM MARKET PHILADELPHIA PA	4.69
10	30 AUG	24 SEVEN FOOD MART PHILADELPHIA PA	8.50
11	01 SEP	MUSEUM MARKET PHILADELPHIA PA	3.35

Finance Charges Please see reverse side for important information Balance rate applied to FINANCE CHARGE PURCHASES CASH .04630% P 16.90% 21.90% \$3.13 \$5.43

ANNUAL PERCENTAGE RATE applied this period

19.77%

## Capital One:

### 0000000 0 5178052442936445 11 0508680100000015008

New Balance	 \$508.68
Minimum Amount Due	\$15.00
Payment Due Date	October 12, 2005
Total enclosed	\$
Account Number:	5178-0524-4293-6445

Please print mailing address and/or e-mail changes below using blue or black ink Apt.# City ZIF Home Phone Alternate Phone Emuil Address

Capital One Bank hlalaldlalaldd P.O. Box 790216 St. Louis, MO 63179-0216 lellandhardllardlalatharaldrallellarathdraladi



▼ PLEASE RETURN PORTION BELOW WITH PAYMENT

#9025499534799511# MAIL ID NUMBER KEVIN C ROTKISKE 1801 BUTTONWOOD ST APT 309 PHILADELPHIA PA 19130-3947

had bland hallakka a Halanda dha Hafa la kadd

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1. How To Avoid A Fhance Charge.

† c. Greet Pretaid. You will have a minimum grace period of a development of the programment of the programment

periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new to beginning balance of each segment and the statement next of Balance Rate Applied To, "we also subtract any unpaid finance charge included in the balance of each segment. Then, we add up all the daily balances for each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the baling period. This gives us the content of the statement of the statement of the statement of the statement of the statement.

5. The term "Annual Percentage Rate" may appear as "APPF" on the front of this statement.

6. If the code P (Primo), L (3 mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Primo) appears on the front of this statement next to the policidic rately, the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or becrease based outsides and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or becrease based outsides and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase of becrease based outsides and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or becrease based on billing period covered by your petitodic statement ending in the months January, April, July and October.

6. If the code D Primo), F (1-m. LIBOR) or G G-mc.

6. LIBOR Repriced Monthly) appears on the front of your stierment next to the periodic catesty, the periodic rate strend bridges, as stound in The Walk Streat Journal, plus the margin proviously disclosed to you. Those changes will be effective on the first day of your billing period over the periodic states, the periodic rate was married to you in the total bridges, as sound in The Walk Streat Journal, plus the margin proviously disclosed to you. Those changes will be effective on the first day of your billing period over the periodic states,

your account if it has already been closed. For example, if you authorized a purchase from a merchent and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will confinue to be charged, to the extent permitted by law, until the charged, to the extent permitted by law, until the Configuration of the charged to the extent permitted by law, until the charged to the charged to the configuration of the charged to the charged

17079actions.

8. Notice About Electronic Check Conversion. When you Notice About Electronic Check Conversion. When you provide a check as payment, you suthorits us either to use information from your check to make a one-time electranic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic hand transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

BILLING RIGHTS SUMMARY

(In Case Of Errors Or Questions About Your Bill)

If you think your Bill is wrong, or It you need more

If you then your Bill is wrong, or It you need more

If you have your Bill is wrong, or It you need more

separate sheet as soon as possible at the address for

incyties shown on the front of this statement. We must
hear from you no later than 60 days after we sent you the

first bill on which the error or problem appeared. You can

call our Customer Relations rumber, but doing so will not

preserve your rights. In your forter, give us the following

information: your name and account rumber, the dollar

amount of the suspected error, a description of the error

an error or if you need more information, o description of

the item you are unsure about. You do not have to pey any

amount in question while we are investigating it, but you

are still obligated to pay the parts of your bill that are not

in quotation. While we investigate your question, we cannot

report you as delinquern or take any ection to collect the

amount you question. BILLING RIGHTS SUMMARY

1. + Special Rule For Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50,00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or If we mailed you the adventisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to consumer non-credit card accounts

1 Does not apply to business non credit card accounts

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> BONUS Free Bluetooth® Headset (\$60 Value)

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## Capital()ne

Account Summary

Minimum Amount Due

Available Credit for Cash

Previous Balance \$508.68 Payments, Credits and Adjustments \$.00 \$58.00 Finance Charges \$8.94 New Balance \$575.62

Payment Due Date November 12, 2005 Total Credit Line \$500 Total Available Credit Credit Line for Cash \$.00 \$500

At your service

To call Customer Relations or to report a lost or stolen card: 1-800-903-3637

Send payments to: Attn: Remittance Processing Capital One Bank P.O. Box 790216 St. Louis, MO 63179-0216

Send inquiries to:

Capital One P.O. Box 30285 SLC, UT 84130-0285

### Important Account Information

Twelve unsung heroes of college athletics are competing for the honor of Capital One National Mascot of the Year - and you can help decide who winst Each week, the mascots go head-to-head in competition, but only one will win the coveted title and \$10,000 for their school. Go to capitalone.com where you can vote daily for your favorite mascot - and don't forget to tune in to the Capital One Bowl on ABC on Monday, January 2, 2006, to see who wins! PLATINUM MASTERCARD ACCOUNT 5178-0524-4293-6445

SEP 12 - OCT 12, 2005 Page 1 of 1

Payments, Credits and Adjustments

Your scheduled payment has not been received. Please remit the amount due appearing on this statement. If you have already made your payment, please accept our thanks.

Transactions

12 OCT OVERLIMIT FEE \$29.00 12 OCT PAST DUE FEE 29.00

We appreciate your business and you deserve great benefits. We'd like you to know that your Platinum card benefits have been updated. For details, visit www.capitalone.com/crediteards and click on the Guide to Benefits link. Thanks for choosing Capital One.

You were assessed a past due fee of \$29.00 on 10/12/2005 because your minimum payment was not received by the due date of 10/12/2005. To avoid this fee in the future, we recommend that you allow at least 7 business days for your payment to reach Capital One.

Finance Charges Please see reverse side for important information Balance rate Corresponding APR PURCHASES CASH \$221.68 \$292.24 .04836% P .06205% P \$3.32 \$5.62

ANNUAL PERCENTAGE RATE applied this period

20,48%

## Capital()ne

26463M

### 0000000 0 5178052442936445 12 0575620100000075624

New Balance	 \$575.62
Minimum Amount Due	\$75.62
Payment Due Date	November 12, 2005
Total enclosed	\$
Account Number:	5178-0524-4293-6445

Please print mailing address and/or e-mail changes below using blue or black ink. Apt.# City ZIF Hame Phone Alternate Phone Email Address





▼ PLEASE RETURN PORTION BELOW WITH PAYMENT

### Motorola RAZR V3 phone includes:

- >Digital Zoom Camera
- >Bluetooth Capability
- >Built-in Speakerphone
- >Ultra-Thin Compact Design

### Cinqular Wireless Plans include:

- >Unlimited Mobile to Mobile
- >FREE Nationwide Long Distance
- >No Roaming Charges
- >Rollover Unused Anytime Minutes
- (A feature specific only to Cingular Wireless!)

# Case 2:15-cy-03638-GEKP Document 16-6. Filed 10/30/15. Page 49 of 61 Order Today! Call 1-800-973-0691

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- 1. How To Avoid A Finance Charge.

  7. A. Grace Period. You will have a minimum grace period of 25 days without finance charge on new purchases, new balence transfers, new special purchases and new other charges if you pay your total "New Balence", in accordance with the important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on only transaction if you do not pay the total "New balence."

  9. Accurate Finance Charge. Transactions which are a second process.

- and in time tor it to be created by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period balance:

  b. Accruing Finance Charge. Transactions which are not subject to a grace period or assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the date the transaction is processed to your Account or 3) from the date the transaction is processed to your Account or 3) from the date the first calendar day of the current billing period. Additionally, the first calendar day of the current billing period. Additionally, the first calendar day of the current billing period. Additionally, the first calendar day of the current billing period. Additionally, billing ported in half, first calendar day of the current billing period. Additionally, the first calendar day of the current billing period and the first calendar day of the current billing period in the first calendar day of the current billing period in the first calendar day of the current billing period in the first calendar day of the current billing period in the first calendar day of the period of the period

- periodic rate. To obtain the average daily balance for the billing period covered by this attalement, we take the beginning balance of each segment each day, add any new transactions to each segment and day, add any new transactions to each segment and subtract any payments statement next to 'Balance Rete Applied' To,' we also subtract any unped finance charge included in the balance of each segment. Then, we add up all the daily balances for each segment. Then, we add up all the daily balances for each segment to rive billing period and divide by the total number of days in the billing period. This gives us the asymptometry of the periodic property of the segment of the billing period. This gives us the average daily balance of each segment.

  Apply on the front of this statement.

  It have been "Annual Percentage Rate" may appear as "APP" on the front of this statement.

  It he code (Prime), I. (3 mo. LIBOR), C (Confident of Deposit), or \$ (Bankcard Prime) appears on the front of this statement not to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quartedly and may increase or decrease based on the stated indices, as four in your day of your billing period covered by your periodic statement ending in the mounts January, April, July and October.

  It has code (Prime), F (1-mo. LIBOR) or G (3 mo. LIBOR Repriced Monthly) appears on the front of your statement next to the periodic rate and corresponding ANNUAL PERCENTAGE PATES may and conservation of the state of the periodic rate and corresponding ANNUAL PERCENTAGE PATES may be added to the periodic rate and corresponding ANNUAL PERCENTAGE PATES may be a secure of the statement ending in the mounts January, April, July and October.

  It has code to Prime, F (1-mo. LIBOR) or G (3 mo. LIBOR Repriced Monthly) appears on the front of your statement next to the periodic rate (5), the periodic rates and corresponding ANNUAL PERCENTAGE PATES may be an expensed or your Annual Pates. The periodic rates and corresponding ANNUAL PERC
- your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be respensible for payment. If there is a memberahip tee for your account, the fee will be respensible for payment. If there is a memberahip tee for your account, the fee will continue to be charged, to the extent permitted by law, until the account belance has been paid in xill as defined above, used in connection with any intermet gambling transactions.

  Notice About Electronic Cheek Cornwersian. When you provide a check as payment, you authorize us either to use information from your check to make a one time electronic fund transact from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer from your bank account or to process the payment, and a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your hank account and you will not receive your check from your flamed instruction.

your financial institution.

BILLING RIGHTS SUMMARY
(In Case Of Errors Or Questions About Your Bill)
If you think your bill is wrong, or if you need more
information on a transaction or bill, write to us on a
separate sheet as soon as possible at the address for
inquities shown on the front of this statement. We must
hear itom you no later than 60 days after we sent you the
fars bill on which the error or problem appeared. You can
consider the control of the statement of the control
formation: your name and account namble; the dollar
amount of the suspected error, a description of the error
and an explanation, if possible, of why wu believe there is
an error; or if you need more information, a description of
the itom you are unsure about. You do not have to pay any
amount in question while we are investigating it, but you
are still obligated to pay the parts of your bill that are not
in question. While we investigate your question, we cannot
report you as delinquert or take any ection to collect the
amount you question.

### ‡,† Special Rule For Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to carriect the problem with the merchant, you may have the right not to pay the remaining amount due on the property of sorvices. You have this protection only when the purchase price was more than \$50,00 and the purchase was made in your home state or within 100 miles of your mailting address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

- † Does not apply to consumer non-credit card accounts
- ‡ Does not apply to business non credit cord accounts

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9103 O013 Capital One Trial Capital One O113 Capital O113 C



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A good credit rating can help you get credit cards, a cell phone or even a job.

## We can help restore your charging privileges:

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\$143.60

- If you have online access, log on to your account and pay now at www.capitalone.com.
- · If you prefer, simply use the remittance coupon below.

The purpose of this letter is to collect a debt. Any information obtained will be used for that purpose. © 2005 Capital One Services, Inc. Capital One is a federally registered service mark. All rights reserved.

ACCOUNT STATUS FOR: KEVIN C ROTKISKE

PAST DUE!

TEMPORARILY SUSPENDED

Capital One what's in your wallet?

042-0605

Page 1 of 1

OCT 13 - NOV 12, 2005

Capital()ne

Account Summary Previous Balance \$575.62 Payments, Credits and Adjustments \$.00 \$58.00 Finance Charges \$9.98 \$643.60 New Balance

Minimum Amount Due Payment Due Date December 12, 2005 \$500 Total Credit Line Total Available Credit \$.00 Credit Line for Cash \$500 Available Credit for Cash \$.00

At your service

To call Customer Relations or to report a lost or stolen card: 1-800-903-3637

Send payments to: Attn: Remittance Processing Capital One Bank P.O. Box 790216 St. Louis, MO 63179-0216

Send inquiries to:

Capital One P.O. Box 30285 SLC, UT 84130-0285

PLATINUM MASTERCARD ACCOUNT 5178-0524-4293-6445

Payments, Credits and Adjustments

Transactions 12 NOV OVERLIMIT FEE \$29.00 12 NOV PAST DUE FEE 29.00

As a valued Capital One customer, you are eligible to receive a free Year-End Summary for this specific account that recepts your 2005 charges, provided your account is in good standing and you have made transactions during the calendar year. Please call 1-877-794-4487 before December 31, 2005, to reserve your copy for this account. We will begin processing orders in January 2006.

We appreciate your business and you deserve great benefits. We'd like you to know that your Platinum card benefits have been updated. For details, visit www.capitalone.com/creditcards and click on the Guide to Benefits link. Thanks for choosing Capital One.

You were assessed a past due fee of \$29.00 on 11/12/2005 because your minimum payment was not received by the due date of 11/12/2005. To avoid this fee in the future, we recommend that you allow at least 7 business days for your payment to reach Capital One.

Finance Charges

Please see reverse side for important information

	Bolonce rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$283.44	.04836% P	17.65%	\$4.25
CASH	\$297.91	.06205% P	22.65%	\$5.73

ANNUAL PERCENTAGE RATE applied this period

20.21%

Capital()ne

### 0000000 0 5178052442936445 12 0643600100000143604

New Balance	\$643.60
Minimum Amount Due	\$143.60
Payment Due Date	December 12, 2005
Total enclosed \$	
Account Number:	5178-0524-4293-6445

Please print mailing address and/or e-mail changes below using blue or black ink. Street City ZIF Home Phone Alternate Phone Email Address

Capital One Bank latadadhaladadhdad P.O. Box 790216 St. Louis, MO 63179-0216 fillendlen Med der dem blen Adhen Hellede bl



▼ PLEASE RETURN PORTION BELOW WITH PAYMENT

#9031799534799516# MAIL ID NUMBER KEVIN C ROTKISKE 1801 BUTTONWOOD ST APT 309 PHILADELPHIA PA 19130-3947 Total Charachalladh a ad bhliadadh a lla Calachala dh

- 1. How To Avoid A Finance Charge.

  1. Grace Parisol. You will have a minimum grace period of 28 days without finance charge on new purchases, new biblinos transfers, new special purchases and new other occordance with the important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any tensaction if you do not pay the total "Now balance."

  1. Assume that the program of the payments below, and in time for it to be credited by your next statement closing date. There core in a proceed on any tensaction if you do not pay the total "Now balance."

  1. Assume that you may state the proceed of the proceeding of the

- periodic rate. To obtain the average daily belance for the billing period covered by this statement, we take the billing period covered by this statement, we take the billing period covered by this statement we take the virtual statement period to see the segment, and subtract any payments or credits. (If the code is appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the belance of sach segment. Then, we add up all the daily belance of each segment for the billing period and divide by the total segment for the billing period and divide by the total segment of the billing period and divide by the total segment for the billing period and divide by the total segment. Then, we add up all the daily belance of each segment.

  J. Annual Percentage Rates (APPI).

  a. The torm "Annual Percentage Rate" may appear as "APR" on the front of this statement.

  b. If the code P (Primo), I. (3 mo. LIBOR), C (Certificate of Depast), or \$ (Bankcard Primo) appears on the tront of this statement most to the periodic metal), the periodic may vary quarterly and may increase or decrease based on the stated indices, as found in The Well Street Journal, plus the margin previously disclosed to you. These changes will be effective on the first day of your statement next to the periodic rate(s), the periodic rates and corresponding ARNALIA (PRCENTIAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in The Well Street Journal, plus the margin previously disclosed to you. Those changes will be effective on the first day of your better the periodic rate(s), the periodic rates and corresponding ARNALIA (PRCENTIAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in The Well Street Journal, plus the margin previously disclosed to you. Those changes will be effective on the first day of your billing period

- will be offective on the first day of your billing period out in north.

  4. Assessment of Late, Overland and Returned Payment Feas. Your account will be assessed no more than two of the foot listed here that occur during any billing period. Under the contract of the foot listed here that occur during any billing period. Under the contract of the foot listed here that occur during any billing period. Under the contract of the foot listed here that occur during any billing period. Under the contract of the foot listed here that the foot listed here is the foot listed that the foot listed here is the foot listed here.

  5. Therewing Your Account. If a membership is the foot listed here is the foot listed here.
- waive or not to assess any focs without prior norification you without waiving our light to assess the same or similates at a later time.

  [Flesswing Your Account. If a membership fee appears on the front of this statement, you have 30 and the prior of the statement, you have 30 and the prior of the statement of the prior of the prior

- your account If it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be reopenable for payment. If there is a membership be for your account, the text will continue membership be for your account, the text will continue on the control of the control of the control before the control of the contro
- transactions. With any articute, gainting transactions with any accurate product and transactions. When you provide a check as paymors, you authoritie us either to use information from your check to make a not time electronic fund transfer from your bank account or to process the paymont as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

your financial institution.

BILLING RIGHTS SUMMARY
(In Case Of Enros Dr Questions About Your Bill)

If you think your bill la wrong, or If you need more
Information on a transaction or bill, write to us on a
separate sheet as soon as possible at the address for
inquisies shown on the front of this statement. We must
hear from you no later than 80 days after we sent you the
first bill on which the error or problem appeared. You can
call our Customer Relations number, but doing as will not
normation: your name and account number, the dollar
amount of the suspected error, a description of the error
and an explanation, if possible, of why you bolieve there is
an error; or if you need more information, a description of
the item you are unsure about. You do not have to pay any
amount in question while we are investigating it, but you
are still obligated to pay the parts of your bill that are not
in question. While we investigate your question, we cannot
report you as delinquent or take any action to collect the
amount you question.

### 1, + Special Rule For Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good shift to correct the problem with the metchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailling address. (If we own or operate the metchant, a if we mailled you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

- † Does not apply to consumer non-credit card accounts
- \* Does not apply to business non-credit card accounts

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future charges and cash advances due to its past due status.

A good credit rating can help you get credit cards, a cell phone or even a job.

## We can help restore your charging privileges:

- Use our free Check by Phone service by calling 1-800-955-6600.
- Call our friendly associates for payment options at the number above.
- if you have online access, log on to your account and pay now at www.capitalone.com.
- If you prefer, simply use the remittance coupon below.

The purpose of this letter is to collect a debt. Any information obtained will be used for that purpose. © 2005 Capital One Services, Inc. Capital One is a federally registered service mark. All rights reserved.

ACCOUNT STATUS FOR-KEVIN C ROTKISKE

PAST DUE!

TEMPORARILY SUSPENDED

Capital One what's in your wallet?

Capital()ne

PLATINUM MASTERCARD ACCOUNT 5178-0524-4293-6445

NOV 13 - DEC 12, 2005 Page 1 of 1

Account Summary

Previous Balance	\$643.60
Payments, Credits and Adjustments	\$.00
Transactions	\$29.00
Finance Charges	\$13.84
New Balance	\$686.44
Minimum Amount Due	\$186.44
Payment Due Date	January 12, 2006
Total Credit Line	\$500
Total Available Credit	\$.00
Credit Line for Cash	\$500
Available Credit for Cash	\$.00

### At your service

To call Customer Relations or to report a lost or stolen card: 1-800-903-3637

Send payments to: Attn: Remittance Processing Capital One Bank P.O. Box 790216 St. Louis, MO 63179-0216

Send inquiries to:

Capital One P.O. Box 30285 SLC, UT 84130-0285 Payments, Credits and Adjustments

Transactions

12 DEC PAST DUE FEE

\$29.00

042-0605

As a valued Capital One customer, you are eligible to receive a free Year-End Summary for this specific account that recaps your 2005 charges, provided your account is in good standing and you have made transactions during the calendar year. Please go to www.capitalone.com and access your account to request your Year-End Summary online or call 1-877-794-4487 before January 31, 2006, to reserve your copy. Orders will be mailed out by the end of February 2006.

We appreciate your business and you deserve great benefits. We'd like you to know that your Platinum card benefits have been updated. For details, visit www.capitalone.com/creditcards and click on the Guide to Benefits link. Thanks for choosing Capital One.

\*\*Important Notice<sup>44</sup> Your account terms have been adjusted as previously disclosed. All other terms and conditions remain in full force and effect

You were assessed a past due fee of \$29.00 on 12/12/2005 because your minimum payment was not received by the due date of 12/12/2005. To avoid this fee in the future, we recommend that you allow at least 7 business days for your payment to reach Capital One.

Important Account Information

It's Capital One Bowl week time again! Tune in to ESPN and ESPN2 starting on December 20 for the best in post-season college football action to see your favorite teams fight for bowl championships. And on January 2 at 1 pm (ET), be sure to tune in to ABC to watch the Capital One Bowl live from Orlando, Florida!

Finance Charges

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT

Please see reverse side for important information

	Balance rate	Periodic	Corresponding	FINANCE
	applied to	rate	APR	CHARGE
PURCHASES	\$346.26	.07096%	25.90%	\$7.37
CASH	\$303.99	.07096%	25.90%	\$6.47

ANNUAL PERCENTAGE RATE applied this period

25,90%

Capital()ne

Email Address

## 0000000 0 5178052442936445 12 0686440100000186442

New Balance	\$686.44
Minimum Amount Due	\$186.44
Payment Due Date	January 12, 2006
Total enclosed \$	
Account Number:	5178-0524-4293-6445

City Home Phone Alternate Phone

Please print mailing address and/or e-mail changes below using blue or black ink

#9034799534799513# MAIL ID NUMBER KEVIN C ROTKISKE 1801 BUTTONWOOD ST

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Capital One Bank P.O. Box 790216 St. Louis, MO 63179-0216 Malllamillald bllandindlindiladinadarikilandiladala



- How To Avoid A Finance Charge.
   Grace Period. You will have a minimum grace period of 25 days without finance charge on new purchases, new belance transfers, new special purchases and new other charges if you pay your total "New Balance", in accordance with the Important Notice for payments below, and in time for it to be credited by your pext statement closing date. There is negrace period on cash advances and special transfers. In addition, there is no grace period on any transaction it you do not pay the total "New balance."

- and in time for it to be created by your local statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Advances and the period of the seasons of the transaction or 2) from the date the transaction is processed to you Account or 3) from the first celender day of the current billing period. Additionally, if you did not pay the 'Now Balance' from the previous billing period in ful, finance charges continue to acceue to you unpaid balance until the unpoid balance is pelid in ful. This means that you may still owe finance charges, even if you are paid to the period balance is pelid in the season of the previous billing period in ful, finance charges are added to the applicable segment of your Account.

  1. Minimum Finance Charges. For each billing period that your account is subjected to a finance charge a minimum total Finance charges resulting from the application of your periodic metels is less than \$0.50, we will addition the total finance charge resulting from the application of your periodic metels is less than \$0.50, we will addition the total finance charges and the periodic metels is less than \$0.50, we will addition the hight to not assess any or all linance charges for any given billing period.

  2. Average Daby Balance (Including New Purchases).

  3. Finance charge is calculated by multiplying the daily balance of each segment of your account; and periodic metels are supported to your account; and periodic metels are supported to your account. The periodic metels of the periodic

- periodic late. To obtain the everage delity behance for the billing period covered by this statement, we rake the billing period covered by the statement, we rake the billing period covered by the statement, we rake the billing period covered by the statement period to see the segment, and subtract any payments or credits. (If the code is appears on the from of this statement next to 'Balance Rate Applied To, 'we also subtract any unpaid finance charge included in the behance of each segment.) This gives us the delity behances for each segment. Then, we add up all the delity behances for each segment. Then, we add up all the delity behances for each segment. Then, we add up all the delity behances for each segment. Then, we add up all the delity behances for each segment.

  Annual Percentage Rates [APR].

  a. The term 'Annual Percentage Rate' may appear as 'APR' not the front of this statement.

  b. If the code P (Prime), I. (3-mc, LIBOR), C (Centificate of Deposit), or 5 (Bankcard Prime) appears on the front of the states and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in The Wall Street Journal, plus the margin previously disclosed to you. These changes will be effective on the first dey of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may very monthly and may increase or decrease based on the stated indices, as found in The Wall Street Journal, or LIBOR Repriced Monthly, appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may very monthly and may increase or decrease based on the stated indices, as found in The Wall Street Journal, plus the margin proviously disclosed to you. These charges and corresponding ANNUAL PERCENTAGE RATES may very monthly and may increase or decrease based on the stated indices, as found in The Wall Street Journal, plus the margin proviously disclosed to you. These charge

- strated Indices, as found in The Well Street Journal, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each morth.

  Assessment of Late, Overlink and Reburned Psyment Feez. Your account will be assessed in minor than two of the fee four account will be assessed in minor than two of the fee terms of your customer agreement, we reserve the right to waive or not to assess any fee without prior notification to you without waiving our right to assess the same or similar fees at a later time.

  5. Renewing Your Account. If a membership fee appears on the front of this statement, you have 30 days from the date this statement, was mailed to you to avoid psying the tee or to heve such fee credited to you if you cancel your account. During this period, you may continue to use your account without having to pay the notify us by celling our Customer Reletions Department and pay your "New Belance" in tell reduction; the membership fee) prior to the end of the thirty-day period. If You Cascol your account by calling our Customer Relations. All You Class Your Account. You can request to close your account access checks, cancel all presutherized billing arrangements, we will consider and cases using your secount. If you do not cancel proautherized billing arrangements, we will consider and cases using your secount. If you do not cancel proautherized billing arrangements, we will consider and cases using your secount. If you do not cancel proautherized billing arrangements, we will consider an account account of the proper of these emounts whether they appear you have authorized, finence charges, pest dualness appearing on your account after two your request to close the account to they are incurred subsequent to your request to close the account to the part of the proper and the pour request to close the account to the part of the part of the pour propers to close the account to the part in the part of the pour propers to close the account.
- your account if it has already been closed. For example, if you authorized a purchase from a marchant and we receive the transaction from the merchant after your account absoen closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible ton payment. If there is a membershap tes for your account, the toe will continue to be charged, to the owner permitted by lew, until the best of the property of
- date in reductions. In work any interior garmining transactions. When you want to the conversion. When you want to be because between a payment, you authorize us either to use information from your they be not time to electronic bund transfer from your bank account or to process the purporent as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withindown from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

your finencial institution.

BILLING RIGHTS SUMMARY
(In Case Of Errors Or Questions About Your Bill)
If you think your Bill is wrong, or if you need more
information on a transaction or bill, write to us on a
separate sheet as soon as possible at the address for
inquities shown on the front of this statement. We must
hear from you no later than 60 days after we sent you the
fars bill on which the oreor or problem appeared. You can
create the control of the statement of the creater of the control of the creater of the creater

### +,+ Special Rule For Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to currect the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$60,00 and the purchase was made in your home state or within 100 miles of your melling address. (If we own or operate the merchant, or if we mailed you the adventisement for the property or services, ell purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

- † Does not apply to consumer non-credit card accounts
- ‡ Does not apply to business non credit card accounts

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## Case 2:15-cv-03638-GEKP Document 16-6 Filed 10/30/15 Page 54 of 61 $_{ t os}$

**Important Notice:** 

## Your account is still suspended and your credit is at risk.

We want to help. To see what you can do to restore your charging privileges, take action now:

- Call us at 1-800-955-6600 for a payment solution that fits your needs.
- · Use our free Check by Phone service by calling the number above.

\$.00

- If you have online account access, log on to your account and pay now at www.capitalone.com.
- If you prefer, simply use the payment coupon below.

**ACCOUNT STATUS FOR:** KEVIN C ROTKISKE

OVER 90 DAYS PAST DUE!

> CALL FOR HELP

Capital One

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043-0404

## Capital()ne

Account Summary	
Previous Balance	\$686.44
Payments, Credits and Adjustments	\$.00
Transactions	\$29.00
Finance Charges	\$15.26
New Balance	\$730.70
Minimum Amount Due	\$230.70
Payment Due Date	February 11, 2006
Total Credit Line	\$500
Total Available Credit	\$.00
Credit Line for Cash	\$500

### At your service

Available Credit for Cash

To call Customer Relations or to report a lost or stolen card: 1-800-903-3637

Send payments to: Attn: Remittance Processing Capital One Bank P.O. Box 790216 St. Louis, MO 63179-0216

Send inquiries to:

Capital One P.O. Box 30285 SLC, UT 84130-0285 PLATINUM MASTERCARD ACCOUNT 5178-0524-4293-6445

DEC 13, 2005 - JAN 12, 2006

Page 1 of 1

### Payments, Credits and Adjustments

Trans	actions			
1	12 JAN	PAST DUE FEE		\$29.00

This account's Non-Introductory Rates as of 12/20/05 are: purchase A.P.R. = 17.65%V, cash advance A.P.R. = 22.65% V and special transfer A.P.R. = 17.65% V. If the A.P.R. is followed by "V," then your corresponding A.P.R. is a variable rate.

You were assessed a past due fee of \$29.00 on 01/12/2006 because your minimum payment was not received by the due date of 01/12/2006. To avoid this fee in the future, we recommend that you allow at least 7 business days for your payment to reach Capital One.

Finance Charges		Please see reverse side for important information		
	Balance rate	Periodie	Corresponding	FINANCE
	applied to	rate	APR	CHARGE
PURCHASES	\$383.15	.07096%	25.90%	\$8.43
CASH	\$310.64		25.90%	\$6.83

ANNUAL PERCENTAGE RATE applied this period

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT

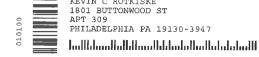
25.90%

## Capital()ne

## 0000000 0 5178052442936445 12 0730700100000230708

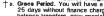
New Balance	\$730.70
Minimum Amount Due	\$230.70
Payment Due Date	February 11, 2006
Total enclosed \$	
Account Number:	5178-0524-4293-6445

Street		Apt. #	
City	State	ZIF	
Home Phone	Alternate Phone		



#9001399534799511# MAIL ID NUMBER KEVIN C ROTKISKE 1801 BUTTONWOOD ST PHILADELPHIA PA 19130-3947

Capital One Bank P.O. Box 790216 Mallhadalaldl St. Louis, MO 63179-0216 հվեսովելովելովիականիայինումիվերունինովուն



1. How To Avoid A Finance Charge.

2. Grace Period. You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your fotal "New Belance", in accordance with the important Notice for payments below, acking date. There are credited by your new statement, closing date. There he credited by your new statement and special transfers, in addition, there is no grace period on any strensaction if you do not pay the total "New balance."

2. According Finance Charge. Transactions which are not subject to a grace period are assessed finance charge 1) from the dete of the transaction of 21 from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance." from the previous billing period in Add, finance charges combine to account to your statement by the new Balance indicated on the from of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.

2. Minimum Finance Charges for each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of 30,50 will be imposed. If the total finance charge resulting from the application of your pendor trate(s) is less than 30,60, we will authorite that all the propriets of the propriets of the previous billing period that your pendor trate(s) is less than 30,60, we will authorite that billing period.

2. Average Daily Balance [including New Purchassel].

3. Finance charge is calculated by multiplying the daily

billed to the purchase segment of your account.

1 d. Temporary Reduction in Finance Charge. We reserve the right to not assess any or all finance charges for any given billing period.

2. Average Daily Balance Including New Purchases!.

2. Hindrec Charge is calculated by multiplying the daily below the charge is calculated by multiplying the daily below.

3. Hindrec Charge is calculated by multiplying the daily below the contragending daily periode; rateful that has been previously disclosed to you. At the end of oach day during the billing period, we apply the daily periodic rate for each segment of your account to the daily belance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to strive at your periodic finance charge for each segment. We duy on the causts from each segment to arrive at the total periodic finance charge for each segment. We duy the results from each segment to arrive at the total periodic finance charge for each segment with the provision of the daily belance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's belance for that segment. We then subtract any payments or credits period as of that day that are allocated to that segment. This gives us the separate daily balance for seach segment previous statement in full for if your new balance was zerior or a certaf amount), new transactions which post to your purchase or special one was balance was zerior or a certaf amount), new transactions which post to your purchase or special one the awarge daily balance to daily belance to getter and dividing the sum by the number of the days in the current billing eyels. To calculate your testing period. Due to rounding on a daily basis, there may be a slight walance between this calculation and the semourt of finance charge, multiply your average daily belance by the ability period. Due to rounding on a daily basis, there may be a slight walance between this calculation and the amount

periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments of the property of the proper

your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after you account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a memberaty's fee for your account, the fee will continue to be charged, to the extent permitted by law, until the cocont belance has been paid in full as defined above.

2. Cocont belance has been paid in full as defined above, and the continue to the charged to be charged, to the summarized be used in connection with any immerst gambling transactions.

S. Natice About Eleutronio Cheek Conversion. When you provide a chock as payment, you authorize us either to use information from your check to make a one time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer from your bank account as soon as the same day we receive your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

BILLING RIGHTS SUMMARY

your financial institution.

BILLING RIGHTS SUMMARY
(In Case Of Errors Or Questions About Your Bill)
If you think your Bill is wrong, or if you need more
information on a transaction or bill, write to us on a
separate sheat as soon as possible at the address for
inquities shown on the front of this statement. We must
hear if rom you no later than 80 days after we sent you the
fear if rom you no later than 80 days after we sent you the
fear if rom you no later than 80 days after we sent you for
preserve your rights. In your letter, give us the following
information; your name and account namber, the dollar
amount of the suspected error, a description of the orror
and an explanation, if possible, of why you believe there is
an error; or if you need more information, a description of
the item you are ursure about. You do not have to pay any
amount in question while we are investigating it, but you
are still obligated to pay the parts of your bill that are not
in quotation. While we investigate your question, we cannot
report you as delinquent or take any action to collect the
amount you question.

### ‡,† Special Rule For Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card and you have the property of the property of the property of the property of the problem of the purchase and the protection only when the purchase price was more than \$60.00 and the purchase was made in your home state or within 100 miles of your mailting address. (If we own or operate the merichant, or if we malled you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

- † Does not apply to consumer non-credit card accounts

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Capital One

future charges and cash advances due to its past due status.

A good credit rating can help you get credit cards, a cell phone or even a job.

## We can help restore your charging privileges:

- Use our free Check by Phone service by calling 1-800-955-6600.
- Call our friendly associates for payment options at the number above.

\$500

\$.00

- If you have online access, log on to your account and pay now at www.capitalone.com.
- If you prefer, simply use the remittance coupon below.

The purpose of this letter is to collect a debt. Any information obtained will be used for that purpose. © 2005 Capital One Services, Inc. Capital One is a federally registered service mark. All rights reserved.

ACCOUNT STATUS FOR-KEVIN C ROTKISKE

PAST DUE!

TEMPORARILY SUSPENDED

Capital One

what's in your wallet?

042-0605

JAN 13 - FEB 12, 2006

## Capital()ne

Account Summary Previous Balance \$730.70 Payments, Credits and Adjustments \$.00 \$29.00 Transactions Finance Charges \$16.25 New Balance \$775.95 Minimum Amount Due \$275.95 Payment Due Date March 11, 2006 Total Credit Line \$500 Total Available Credit \$.00

At your service

Credit Line for Cash

Available Credit for Cash

To call Customer Relations or to report a lost or stolen card: 1-800-903-3637

Send payments to: Attn: Remittance Processing Capital One Bank P.O. Box 790216 St. Louis, MO 63179-0216

Send inquiries to:

Capital One P.O. Box 30285 SLC, UT 84130-0285

PLATINUM MASTERCARD ACCOUNT 5178-0524-4293-6445

Payments, Credits and Adjustments

Transactions

12 FEB PAST DUE FEE

\$29.00

Page 1 of 1

As a valued Capital One customer, you are eligible to receive a free Year-End Summary for this specific account that recaps your 2005 charges, provided your account is in good standing and you have made transactions during the calendar year. Please go to www.capitalone.com and access your account to request your Year-End Summary online or call 1-877-794-4487 before March 31, 2006, to reserve your copy. Orders will be mailed out by the end of April 2006.

You were assessed a past due fee of \$29.00 on 02/12/2006 because your minimum payment was not received by the due date of 02/11/2006. To avoid this fee in the future, we recommend that you allow at least 7 business days for your payment to reach Capital One.

Finance Charges Please see reverse side for important			rtant information	
	Balance rate	Periodic	Corresponding	FINANCE
	applied to	rate	APR	CHARGE
PURCHASES	\$420.98	.07096%	25.90%	\$9.26
CASH	\$317.54	.07096%	25.90%	\$6.99

Please print mailing address and/or e-mail changes below using blue or black ink.

ANNUAL PERCENTAGE RATE applied this period

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT

25.90%

## Capital()ne

### 0000000 0 5178052442936445 12 0775950100000275952

New Balance		\$775.95
Minimum Amount Du	e	\$275.95
Payment Due Date		March 11, 2006
Total enclosed	\$	
Account Number:		5178-0524-4293-6445

Capital One Bank

P.O. Box 790216 III St. Louis, MO 63179-0216

City ZIF Home Phone Alternate Phone Email Address



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- How To Avoid A Finance Charge.
   d. Grace Period. You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you per your total. "New Belance", in eccordance with the Important Notice for payments below, and in time for it to be credited by your next statement closing date. There is no grace period on cesh advances and special transfers, in addition, there is no grace period on any transaction if you do not pay the total. "New balance."

- and in time for in to be created by your next settlement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New by the total "New by the total "New by the total "New by the total "New advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New by the total "New by the total "I from the date to of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "Now Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance to paid in full. This means that you may will owe finance charges, even if you trapaid balance until the unpaid balance to paid in full, finance charge will owe finance charges, oven if your statement by the next statement closing date, but did not do so for the previous morth. Unpaid finance charges are added to the applicable segment of your Account.

  1. Misimum Finance Charge. For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate is is less than \$0.60, we will authorize the total finance charge resulting from the application of your periodic rate is less than \$0.60, we will authorize the total finance charge and \$0.60 we will authorize the fight to not seases any or all finance charges for any given billing period.

  2. Average Daily Balance financing New Purchases1,

  3. Hinance charge is calculated by multiplying the daily blance or each segment of your account to the daily blance or each segment of your account to the daily blance or each segment of your account to the daily blance finance charge for each segment of your account to the daily balance is eagued. I way the s

- periodic tate. To obtain the average daily balance for the billing period covered by the statement, we take the billing period covered by the statement, we take the billing period covered by the statement, we take the billing period covered by the statement of the statement of the segment, and subtract any payments or credits. (If the code is appears on the front of the statement neat to "Balance Rete Applied To," we also subtract any unpeid finance charge included in the balance of each segment. Then, we add up all the delity balances for each segment for the billing period and divide by the total exception of the statement.

  See the segment of the special control of the statement.

  Annual Percentage Rate and the segment.

  Annual Percentage Rate is may appear as "APPR" on the front of this statement.

  If the code P (Prime), I. I 3 mo. LIBOR), C (Certificate of Deposity, or S (Benkerd Prime) appears on the tront of this statement next to the periodic stately, the periodic may vary qualificity and may increase or decrease based on the stated indices, as found in The Wall Street Journal, flust the margin previously disclassed to you. These changes will be effective on the first day of you statement next to the periodic statement ending in the months January, April, July and October.

  LIBOR Repriced Monthly appears on the front of you statement next to the periodic rate(s), the periodic rate and corresponding AnNALA PERCENTA AGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in The Wall Street Journal, plus the margin previously disclosed to you. Those changes will be effective on the first day of your billing period overed to the first day of your billing period over the first day of your billing period the first day of your billing period over the first day of your billing period over the first day of you

- stated Indices, as found in The Well Street Journal, plus the margin proviously disclased to you. These changes will be effective on the first day of your billing period each month.

  4. Assessment of Late, Overlink and Returned Psyment Fees. Your account will be assessed no more than two of the fees terms of your accidence and the second provided the second to the second to the second to waive or not to assess any fees without prior notification to you without wolving our right to assess the same or similar fees at a later time.

  5. Themsewing Your Account. If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or to have such fee credited to you'll you cancel your account. During this period, you may cominue to use your account. Buting this period, you may cominue to use your account. During this period, you may cominue to use your account. Outling this period, you may cominue to use your account. Wo can request to close your account by celling our Customer Relations Department. You must destroy your credit cardig and account accoses checks, cancel all preauthorized billing, and cases using your account. If you do not cancel preauthorized billing arrangements, we will consider maccount. You are read teading and cases using your account. If you do not cancel your account will you pay all amounts you own us including any tended to the account. You are responsible to these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your responsible to these amounts whether requested to close the account or they are incurred subsequent to your recount at the time you request to close the account or they are incurred subsequent to your request to close the account to the province of the p
- your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be responsible for payment. If there is a memberahip the for your account, the few will be responsible for payment. If there is a memberahip tee for your account, the few will continue to be charged, to the extent permitted by law, until the to be charged, to the extent permitted by law, until the to be charged, to the extent permitted by law, until the condition of the charged above. Using Your Account carnot be used in connection with any internet gambling transactions. Notice About Electronic Otheck Connewsion. When you provide a check as payment, you authorize us either to use information from your check to make a one time electronic fund transfer from your bank account or to proceas the payment as a check transaction. When we use information from your check to make an electronic fund transfer, but with the payment as a check transaction. When we use information from your check to make an electronic fund transfer, but with your firm your bank asymment, any well not receive your check beck from your finencial institution.

your finencial institution.

BILLING RIGHTS SUMMARY
(In Case Of Ferrors Or Questions About Your Bill)
If you think your bill 1s wrong, or if you need more
information on a funesaction or bill, write to us on a
separate sheet as soon as possible at the address for
inquiries shown on the front of this statement. We must
hear from you no later than 60 days after we sent you the
fast bill on which the error or problem appeared. You can
call our Customor Relations number, but doing so will not
fast bill on which the care or problem appeared. You can
call our Customor Relations number, but doing so will not
from the firm of the suspected error, a description of the error
and an explanation, if possible, of why you believe there is
an error; or if you need more information, a description of
the item you are unsure about. You do not have to pay any
amount in question while we are investigating it, but you
are still obligated to pay the parts of your bill that are not
in question. While we investigate your question, we cannot
report you as delinquent or take any a crion to collect the
amount you question.

### 1,† Special Rule For Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the propenty or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailling address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

- † Does not apply to consumer non-credit card accounts
- ‡ Does not apply to business non credit card accounts

Capital One supports information privacy protection: see our website at www.capitalone.com.

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Onto Flat

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**EXHIBIT B** 



# PHILADELPHIA MUNICIPAL COURT FIRST JUDICIAL DISTRICT OF PENNSYLVANIA

34 South 11th Street, Philadelphia, PA. 19107

Louis J. Presenza, President Judge Patricia R. McDermott, Deputy Court Administrator

C4

# SC-09-01-06-3327	
Petitioner/Plaintiff:	Hearing Date:
Capital One Bank, N.A. c/o Nudelman, Nudelman & Ziering, P.C. 425 Eagle Rock Avenue Roseland, NJ 07068	03/05/2009
Respondent/Defendant: Defendant #: 1099804	Courtroom/Time:
KEVIN C ROTKISKE 733 NORTH 17TH STREET APARTMENT 2N PHILADELPHIA, PA 19130	4A 01:00 PM
Notice of Intent to Defend: Yes - Paul KLEMM	-
AFFIDAVIT OF SERVICE  on 2 9/5 A.  2) Location of Service Address  at home place of business other  (fill in one box)  Defendant personally served.  Adult family member with whom said Defendant(s) reside(s).  Adult in charge of Defendant(s) residence.  Adult in charge of Defendant(s) residence who refuses to give name or relationship.  Manager/Clerk of Place of Lodging In Which Defendant(s) Reside(s).  Agent or person in charge of Defendant(s) office or usual place of business.	<u>.</u> .
Other	
Name Frances Title/Relationship Adult in Charles Age Height 56 Weight 150 Brace White Sex Female	æge
AFFIDAVIT OF NO SERVICE  1) / / .at	Other
2), at,M.	Other
	Other
B), at, .M.	Cuer
(Explanation)  [VERIFY that: 1) I am a competent adult over the age of eighteen, 2) I am not a party to this action, not an employee of party in the action or of an attorney to the action, and 3) that all of the statements made herein are true and correct and acknowledge that I am subject to the penalties of 18 PA C.S. §4904 relating to Unsworn Falsification to Authorities.  Print or Type:  Name of Server:  Address: 20 / SINDS Golds  Phone Number: 2 / - 95 (- 6)	tour den

EXHIBIT C

## Case 2:15-cv-03638-GEKP Document 16-6 Filed 10/30/15 Page 61 of 61



## PHILADELPHIA MUNICIPAL COURT

## FIRST JUDICIAL DISTRICT OF PENNSYLVANIA

34 South 11th Street, Philadelphia, PA. 19107

Marsha H. Neifield, President Judge

Patricia R. McDermott, Deputy Court Administrator

# SC-09-01-06-3327 Capital One Bank, N.A. KEVIN C ROTKISKE c/o Nudelman, Nudelman & Ziering, P.C. 425 Eagle 733 NORTH 17TH STREET APARTMENT 2N Rock Avenue PHILADELPHIA, PA 19130 Roseland, NJ 07068 Plaintiff Defendant(s) Paul KLEMM 425 Eagle Rock Avenue Address & Roseland, NJ 07068 Plaintiff/Attorney **Phone** Attorney # \_\_\_\_ 092125 ORDER AND NOW, to wit this 5th day of March 2009 upon consideration of the above captioned complaint, it is hereby ordered and decreed that the above captioned case be marked as follows: Judgment for Plaintiff by Default Judgment in the amount of \$867.75, plus \$250.14 Interest, plus \$64.50 Costs for a Total Amount due of \$1,182.39. BY THE COURT: March 74 Nhy H M.B.

51 (07/09/01)

J.